



Alloy Group LLC  
**SEND PAYMENTS TO:**  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
11/29/2015	7926
Terms	Due Date
See below	11/28/2016

Bill To
Schneider Wallace Cottrell Brayton Konecky LLP Ste 2000 180 Montgomery St San Francisco, CA 94104

Contract #		Matter #		Client Contact	
SCH001		338012		Todd Schneider	
Date	Service Description	Quantity	Rate	Amount	
11/29/2015	Carnes v Atria Monthly Hosting - November, 2015 \$2955.60 due now - \$5849.40 deferred				
11/29/2015	Relativity (Basic) per GB	102.8	37.50	3,855.00	
11/29/2015	User-Relativity per user	22	225.00	4,950.00	
11/29/2015	Users: sarah@stebnerassociates.com, sahmadian@mckennalong.com, mthamer@trinityinstitute.com, kellis@janssenlaw.com, kflick@mckennalong.com, chealey@mckennalong.com, tneedham@janssenlaw.com, tmyrick@mckennalong.com, smohney@mckennalong.com, smccoy@mckennalong.com, myarnall@janssenlaw.com, michael.potere@dentons.com, andy.jinnah@dentons.com, sgordon@schneiderwallace.com, afton.patterson@dentons.com, kathryn.howard@dentons.com, stephanie.l.williams@dentons.com, tlloyd@schneiderwallace.com, wendy.armstrong@dentons.com, danielle.simon@dentons.com, mhart@schneiderwallace.com, anneehilton@gmail.com				
			Total	\$8,805.00	

**Domestic Wire Transfer information:**  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780

SCHNEIDER WALLACE COTTRELL ET AL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804

A

SCHNEIDER WALLACE COTTRELL ET AL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804

Page 302

Usage Type Desc	Account #	Client	User Name	Special Pri
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Totals for User	101050		HART, MICHAEL	1415.73
Totals for Client	101050-Came			1415.73

Totals for User  
Totals for Client

CARNES	JOHNSON, MARK	2.57
CARNES		2.57



504 Redwood Blvd.  
Suite 223  
Novato CA 94947  
415-491-0606  
TIN: 26-0259046

**Invoice**

<b>Date</b>	12/9/2015
<b>Acct. No.</b>	0010141
<b>Invoice #</b>	10460696
<b>Due Date</b>	12/9/2015

<b>Bill To</b>
Schneider Wallace Cottrell Konecky Wotkyns 2000 Powell Street Suite 1400 Emeryville CA 94608

Sales Order: 10004833  
Firm Contact: Guy Wallace  
Filer Name: Sam Marks  
Billing Code: 101050  
Plaintiff: Thomas Carnes  
Defendant: Atria Senior Living, Inc.  
Documents: Case Management Statement  
Court Branch: United States District Court, Northern District of California  
Target:  
**Served:**  
**Serve Info:**

<b>Item</b>	<b>Amount</b>
Courtesy Copy	26.95

<b>Total</b>	<b>\$26.95</b>
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Statutory court fees and witness fees disbursed on your behalf are assessed a 2.6% convenience fee for processing and collecting these disbursements. The convenience fee is waived if you elect the ACH payment service.

<b>Balance Due</b>	<b>\$26.95</b>
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Invoice Number	Invoice Date	Account Number	Page
5-260-08168	Dec 18, 2015		1 of 5

FedEx Tax ID: 71-0427007

**Billing Address:**

SCHNEIDER WALLACE COTTRELL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804

**Shipping Address:**

SCHNEIDER WALLACE COTTRELL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804

**Invoice Questions?****Contact FedEx Revenue Services**

Phone: (800) 622-1147

M-F 7 AM to 8 PM CST  
Sa 7 AM to 6 PM CST

Fax: (800) 548-3020

Internet: www.fedex.com

**Invoice Summary Dec 18, 2015****FedEx Express Services**

Transportation Charges

Base Discount

Earned/Grace Discount

Bonus Discounts

Special Handling Charges

Return Surcharges

Total Charges USD

**TOTAL THIS INVOICE USD**

You saved \$83.13 in discounts this period!

Shipments included in this invoice received an earned discount. If you would like to know how it was calculated, please go to the following URL:  
<https://www.fedex.com/EarnedDiscounts/>.

Other discounts may apply.

Detailed descriptions of surcharges can be located at [fedex.com](http://fedex.com)

To ensure proper credit, please return this portion with your payment to FedEx.  
Please do not staple or fold. Please make check payable to FedEx.

☐ For change of address, check here and complete form on reverse side.

Invoice Number	Account Number	Amount Due
5-260-08168		USD

**Remittance Advice****Your payment is due by Jan 02, 2016**

229112265260081681300001783844

SCHNEIDER WALLACE COTTRELL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804



FedEx  
P.O. Box 7221  
Pasadena CA 91109-7321

**Invoice Number**

5-260-08168

**Invoice Date**

Dec 18, 2015

**Account Number**

Page

4 of 5

**Ship Date:** Dec 14, 2015**Cust. Ref.:** 101050**Ref.#2:****Payor:** Shipper**Ref.#3:**

Fuel Surcharge - FedEx has applied a fuel surcharge of 2.75% to this shipment.  
 The Earned Discount for this ship date has been calculated based on a revenue threshold of \$ 381.28  
 Distance Based Pricing, Zone 4

<b>Automation</b>	INET	<b>Sender</b>	<b>Recipient</b>
<b>Tracking ID</b>	775203288017	Sintia S Saenz	Darren Keith Cottriel
<b>Service Type</b>	FedEx 2Day	Schneider Wallace Cottrell Kon	Jones Day
<b>Package Type</b>	FedEx Envelope	2000 Powell Street	3161 Michelson Drive
<b>Zone</b>	04	EMERYVILLE CA 94608 US	IRVINE CA 92612 US
<b>Packages</b>	1		
<b>Rated Weight</b>	N/A	Transportation Charge	15.80
<b>Delivered</b>	Dec 16, 2015 10:36	Automation Bonus Discount	-1.58
<b>Svc Area</b>	A1	Fuel Surcharge	0.29
<b>Signed by</b>	R.RAHEIM	Earned Discount	-3.63
<b>FedEx Use</b>	000000000/0001110/_	<b>Total Charge</b>	<b>USD \$10.88</b>

**Ship Date:** Dec 14, 2015**Cust. Ref.:** 101050**Ref.#2:****Payor:** Shipper**Ref.#3:**

Fuel Surcharge - FedEx has applied a fuel surcharge of 2.75% to this shipment.  
 The Earned Discount for this ship date has been calculated based on a revenue threshold of \$ 381.28  
 Distance Based Pricing, Zone 4

<b>Automation</b>	INET	<b>Sender</b>	<b>Recipient</b>
<b>Tracking ID</b>	775203329065	Sintia S Saenz	Leo A. Bautista
<b>Service Type</b>	FedEx 2Day	Schneider Wallace Cottrell Kon	Lewis Brisbois Bisgaard & Smit
<b>Package Type</b>	FedEx Envelope	2000 Powell Street	633 W. 5th Street
<b>Zone</b>	04	EMERYVILLE CA 94608 US	LOS ANGELES CA 90071 US
<b>Packages</b>	1		
<b>Rated Weight</b>	N/A	Transportation Charge	15.80
<b>Delivered</b>	Dec 16, 2015 09:57	Automation Bonus Discount	-1.58
<b>Svc Area</b>	A1	Fuel Surcharge	0.29
<b>Signed by</b>	C.CRAVENS	Earned Discount	-3.63
<b>FedEx Use</b>	000000000/0001110/_	<b>Total Charge</b>	<b>USD \$10.88</b>



Alloy Group LLC  
 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202  
 (612)328-9920

# Invoice

Date	Invoice #
12/31/2015	8009
Terms	Due Date
See below	12/30/2016

Bill To
Schneider Wallace Cottrell Brayton Konecky LLP Ste 2000 180 Montgomery St San Francisco, CA 94104

		Contract #	Matter #	Client Contact
		SCH001	338012	Todd Schneider
Date	Service Description	Quantity	Rate	Amount
12/31/2015	Carnes v Atria Monthly Hosting - December, 2015 - FINAL MONTH OF BILLING \$2955.60 due now - \$5849.40 deferred			
12/31/2015	Relativity (Basic) per GB	102.8	37.50	3,855.00
12/31/2015	User-Relativity per user	22	225.00	4,950.00
12/31/2015	Users: sarah@stebnerassociates.com, sahmadian@mckennalong.com, mthamer@trinityinstitute.com, kellis@janssenlaw.com, kflick@mckennalong.com, chealey@mckennalong.com, tneedham@janssenlaw.com, tmyrick@mckennalong.com, smohney@mckennalong.com, smccoy@mckennalong.com, myarnall@janssenlaw.com, michael.potere@dentons.com, andy.jinnah@dentons.com, sgordon@schneiderwallace.com, afton.patterson@dentons.com, kathryn.howard@dentons.com, stephanie.l.williams@dentons.com, tlloyd@schneiderwallace.com, wendy.armstrong@dentons.com, danielle.simon@dentons.com, mhart@schneiderwallace.com, annehilton@gmail.com			
			Total	\$8,805.00

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780





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 SEND PAYMENTS TO:  
 VB Box #150  
 PO Box 9202  
 Minneapolis, MN 55480-9202

(612)328-9920

# Invoice

Date	Invoice #
12/31/2015	8010
Terms	Due Date
See below	12/30/2016

## Bill To

Schneider Wallace Cottrell  
 Brayton Konecky LLP  
 Ste 2000  
 180 Montgomery St  
 San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
12/31/2015	Carnes v Atria Processing DSS Docs, Relativity import, OCR, export production to FTP Work performed 12/11/15. \$62.50 due now - \$230.00 deferred			
12/31/2015	Tech time - Tier 1 per hour	0.5	225.00	112.50
12/31/2015	Processing - Intake based per GB	0.8	225.00	180.00
Total				\$292.50

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780



Alloy Group LLC  
**SEND PAYMENTS TO:**  
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 Minneapolis, MN 55480-9202

(612)328-9920

# Invoice

Date	Invoice #
12/31/2015	8011
Terms	Due Date
See below	12/30/2016

Bill To
Schneider Wallace Cottrell Brayton Konecky LLP Ste 2000 180 Montgomery St San Francisco, CA 94104

Contract #	Matter #	Client Contact
SCH001	338012	Todd Schneider

Date	Service Description	Quantity	Rate	Amount
12/31/2015	Carnes v Atria - Processing PDFs, Relativity import, export Plaintiffs production to FTP Work performed 12/10/15. \$45.00 due now - \$168.75 deferred			
12/31/2015	Tech time - Tier 1 per hour	0.5	225.00	112.50
12/31/2015	Processing - Intake based per GB	0.45	225.00	101.25
Total				\$213.75

Domestic Wire Transfer information:  
 Venture Bank - 6210 Wayzata Blvd - Golden Valley MN 55416  
 651-289-2222 phone 651-289-0200 fax  
 Alloy Group LLC ABA Routing: 091017196 - Acct: 036780

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3041

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SCHNEIDER WALLACE COTTRELL ET AL  
2000 POWELL ST STE 1400  
EMERYVILLE CA 94608-1804

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Totals for User	101050	HART,MICHAEL	2703.78
Totals for User	101050	UHROWCZIK,JENNI	197.36
Totals for Client	Carnes		2901.14

**PACER**

Public Access to Court Electronic Records

**INVOICE**

Invoice Date: 01/07/2016

Usage From: 10/01/2015 to: 12/31/2015

**Account Summary****Pages:**

Rate:

Subtotal:

**Audio Files:**

Rate:

Subtotal:

**Current Billed Usage:****Previous Balance:**

Current Balance:

**Total Amount Due:** ➔**Getting Ready for NextGen CM/ECF**

Over the past year, several appellate, district, and bankruptcy courts throughout the country have implemented the next generation (NextGen) CM/ECF system. While most courts have not yet set a date for when they will switch to NextGen, you can begin preparing now by upgrading your PACER account. To learn more, visit the NextGen information page at [pacer.gov/nextgen](http://pacer.gov/nextgen).

- **NextGen Help** ([pacer.gov/nextgen](http://pacer.gov/nextgen)): Provides general information about NextGen conversion
- **Electronic Learning Modules** ([pacer.gov/ecfcbt/cso/index.html](http://pacer.gov/ecfcbt/cso/index.html)): Provides user training for new NextGen features
- **NextGen CM/ECF FAQs** ([pacer.gov/psc/hfaq.html](http://pacer.gov/psc/hfaq.html)): Answers common NextGen-related questions

**Account #:****Invoice #:** 2637106-Q42015**Due Date:** 02/10/2016**Amount Due:****Contact Us**

San Antonio: (210) 301-6440  
Toll Free: (800) 676-6856  
Hours: 8 am - 6 pm CT M-F  
[pacer@psc.uscourts.gov](mailto:pacer@psc.uscourts.gov)

See [pacer.gov/billing](http://pacer.gov/billing) for detailed billing transactions, instructions for disputing transactions, FAQs, and more.

It's quick and easy to pay your bill online with a credit card. Visit the **Manage My Account** section of the PACER Service Center website at [pacer.gov](http://pacer.gov).

The PACER Federal Tax ID is:  
**74-2747938**

Questions about the invoice?  
Visit [pacer.gov/billing](http://pacer.gov/billing)

Please detach the coupon below and return with your payment. **Thank you!**

**PACER**

Public Access to Court Electronic Records

**Account #****Due Date****Amount Due**

02/10/2016

Auto Bill

Do not send cash. Make checks or money orders drawn on a U.S. Bank in U.S. dollars payable to: PACER Service Center. Include your account ID on the check or money order.

This account is registered for automatic billing. The total amount due, \$2,613.10, will be charged to the credit card on file up to 7 days before the due date. Charges will appear on your credit card statement as: PACER 800-676-6856 IR.

Visit [pacer.gov](http://pacer.gov) for address changes.

Schneider Wallace Cottrell Konecky Wotkins  
Todd M Schneider  
180 Montgomery St  
Suite 2000  
San Francisco, CA 94104

PACER Service Center  
P.O. Box 71364  
Philadelphia, PA 19176-1364

**Report for sm070707**

<u>Login</u>	<u>Court</u>	<u>Date</u>	<u>Client Code</u>	<u>Cost</u>
2637106	00PCL	11/19/2015	101050	\$0.10
2637106	CACDC	12/10/2015	101050	\$4.00
2637106	CANDC	10/05/2015	101050	\$8.50
2637106	CANDC	10/06/2015	101050	\$5.60
2637106	CANDC	10/07/2015	101050	\$1.80
2637106	CANDC	11/09/2015	101050	\$4.00
2637106	CANDC	11/19/2015	101050	\$2.70
2637106	CANDC	12/08/2015	101050	\$1.10
2637106	CANDC	12/10/2015	101050	\$1.00

<b>Total</b>	<u><u>\$28.80</u></u>
--------------	-----------------------

# Exhibit G

Kathryn A. Stebner, State Bar No. 121088  
George Kawamoto, State Bar No. 280358  
**STEBNER AND ASSOCIATES**  
870 Market Street, Suite 1212  
San Francisco, CA 94102  
Tel: (415) 362-9800  
Fax: (415) 362-9801

Michael D. Thamer, State Bar No. 101440  
**LAW OFFICES OF MICHAEL D. THAMER**  
Old Callahan School House  
12444 South Highway 3  
Post Office Box 1568  
Callahan, California 96014-1568  
Tel: (530) 467-5307  
Fax: (530) 467-5437

Robert S. Arns, State Bar No. 65071  
**THE ARNS LAW FIRM**  
515 Folsom Street, 3rd Floor  
San Francisco, CA 94105  
Tel: (415) 495-7800  
Fax: (415) 495-7888

Guy B. Wallace, State Bar No. 176151  
Mark T. Johnson, State Bar No. 76904  
Sarah Colby, State Bar No. 194475  
Jennifer A. Uhrowczik, State Bar No. 302212  
**SCHNEIDER WALLACE  
COTTRELL KONECKY  
WOTKYN, LLP**  
2000 Powell Street, Suite 1400  
Emeryville, CA 94608  
Tel: (415) 421-7100  
Fax: (415) 421-7105

W. Timothy Needham, State Bar No. 96542  
**JANSSEN MALLOY LLP**  
730 Fifth Street  
Eureka, CA 95501  
Tel: (707) 445-2071  
Fax: (707) 445-8305

Christopher J. Healey, State Bar No. 105798  
**DENTONS US LLP**  
600 West Broadway, Suite 2600  
San Diego, CA 92101-3372  
Tel: (619) 236-1414  
Fax: (619) 645-5328

Attorneys for Plaintiff and the Proposed Class

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

THOMAS CARNES, by and through his guardian ad  
litem, JULIANA CHRISTINE CLEGG, on behalf of  
himself and all others similarly situated.

Plaintiff,

vs.

ATRIA SENIOR LIVING, INC. and DOES 1 through  
100,

Defendants.

Case No.: 3:14-cv-02727-VC

**CLASS ACTION**

**DECLARATION OF ROBERT S. ARNS IN  
SUPPORT OF PLAINTIFF'S MOTION FOR  
ATTORNEYS' FEES, COSTS, AND SERVICE  
AWARD**

Date: June 30, 2016

Time: 10:00 a.m.

Place: Courtroom 4

Judge: Hon. Vince Chhabria

DECLARATION OF ROBERT S. ARNS ISO PLTFF'S MOTION FOR ATTYS' FEES, COSTS, AND SERVICE AWARD  
*Carnes, et al, vs. Atria Senior Living, Inc., Case No. 3:14-cv-02727-VC*



1 I, Robert S. Arns, hereby declare:

2 1. I am an attorney licensed to practice before all the courts of the State of California and am the  
3 principal of The Arns Law Firm, one of the attorneys for Plaintiffs herein. I am submitting this  
4 Declaration in support of Class Counsel's Application for Attorneys' Fees and Expenses and for  
5 Service Awards. I have personal knowledge as to the facts stated herein and, if called upon to do so,  
6 could and would competently testify thereto.

7 2. My firm has incurred \$2,446.85 in litigation expenses.

8 3. Attached as Exhibit 1 is a summary of the costs incurred by my firm in this matter. The costs  
9 relate to discovery and document management software used in this case.

10  
11 I declare under penalty of perjury under the laws of the State of California that the foregoing is true and  
12 correct.

13 Executed on this 12th day of May 2016, at San Francisco, California.

14  
15  
16 Robert S. Arns  
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# EXHIBIT 1

05/10/2016

**THE ARNS LAW FIRM**  
**JOB ACTIVITY REPORT**  
**By Job - Detail**  
**2/ 1/2013 TO 5/31/2016**

07:17:42 PM

## ATRIA SENIOR LIVING

DATE	REF	REF	DESCRIPTION	AMOUNT
10/14/15	VC	00017878	SCHNEIDER WALLACE-AUG-IMPORT	466.48
03/02/16	VC	00018313	SCHNEIDER WALLACE-RELATIVITY	1,980.37
		<b>TOTAL</b>		<b>2,446.85</b>

# Exhibit H

Kathryn A. Stebner, State Bar No. 121088  
George Kawamoto, State Bar No. 280358  
**STEBNER AND ASSOCIATES**  
870 Market Street, Suite 1212  
San Francisco, CA 94102  
Tel: (415) 362-9800  
Fax: (415) 362-9801

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Callahan, California 96014-1568  
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Fax: (530) 467-5437

Robert S. Arns, State Bar No. 65071  
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Sarah Colby, State Bar No. 194475  
Jennifer A. Uhrowczik, State Bar No. 302212  
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WOTKYNS, LLP**

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**DENTONS US LLP**  
600 West Broadway, Suite 2600  
San Diego, CA 92101-3372  
Tel: (619) 236-1414  
Fax: (619) 645-5328

Attorneys for Plaintiffs and the Proposed Class

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

THOMAS CARNES, by and through his guardian  
ad litem, JULIANA CHRISTINE CLEGG, on  
behalf of himself and all others similarly situated,

Plaintiff,

vs.

ATRIA SENIOR LIVING, INC. and DOES 1  
through 100,

Defendants.

Case No.: 3:14-cv-02727-VC

**CLASS ACTION**

**DECLARATION OF JULIANA  
CHRISTINE CLEGG**

Judge: Hon. Vince Chhabria  
Courtroom: 4, 17<sup>th</sup> Floor

DECLARATION OF JULIANA CHRISTINE CLEGG  
*Carnes, et al, vs. Atria Senior Living, Inc., Case No. 3:14-cv-0727-VC*

1 I, Juliana Christine Clegg, declare and state:

2 1. If called to testify as to the information contained herein, I would and could  
3 competently do so as stated below. The following is based upon my own personal knowledge.

4 2. I am the daughter of Thomas Carnes and the sole successor-in-interest to his estate.  
5 Thomas Carnes was a resident of Atria Hillsdale in San Mateo from approximately July 26, 2012  
6 to approximately January 19, 2015. Thomas Carnes died on September 29, 2015. I served as a  
7 class representative in this case as successor-in-interest to the Estate of Thomas Carnes.

8 3. I initially had concerns about becoming a class representative in this case including  
9 potential retaliation resulting from participating in a lawsuit. My father's experience at Atria  
10 Hillsdale in San Mateo was traumatic for both of us. During his stay there, I visited regularly and  
11 was my father's advocate. I also advocated for residents who could not speak for themselves and  
12 had no regular visitors. As a result, I had already experienced many unsatisfying interactions with  
13 Defendants. I worried that my father and/or I would be discriminated against by Atria's  
14 management and staff because of my involvement in this lawsuit. I was concerned that my  
15 participation in this lawsuit would consume a lot of my time. I also understood that there was a risk  
16 that the Court would order me to pay Defendants' costs should the litigation prove unsuccessful.

17 4. Despite these concerns, I believed that Atria had misled my father, me and other  
18 residents and their family members about how it would use its resident evaluation system to  
19 provide care and staffing at its facilities. I therefore agreed to participate in this lawsuit to stop  
20 Atria from misleading residents and charging them level of care fees that were not supported by  
21 facility staffing. During my visits, I saw that my father paid for many services he did not receive  
22 and that the facility did not have enough staff. For example, in 2013, my father's care plan  
23 promised him three showers per week. Yet I noticed that my father often smelled of urine and  
24 body odor, and his hair was filthy and matted. I repeatedly advised Atria staff that my father was  
25 not getting his promised care, and on many occasions, Atria staff admitted that the reason was lack  
26 of sufficient staffing. I agreed to be a class representative so that other Atria residents would not  
27 have to go through what my father did. My participation in this class action allowed me to speak  
28

up not only for him but for other residents and families who had no advocate. I believed that Atria was effectively deceiving families paying for assisted living services, putting residents at risk of receiving sub-standard care on a regular basis. I witnessed Atria staff repeatedly making representations to potential resident families about the ability to ensure continuity-of-care when those same managers knew intimately that they had no ability to make good on those statements given the chronic and well-known staffing shortages the Atria facility suffered, staff shortages I later discovered were expressly endorsed by Atria headquarters budget supervisors despite complaints from their own Directors, care staff and many families. I was willing to participate in this lawsuit to bring this deception to light and, if possible, to begin to fix this fraudulent practice.

5. Since January of 2014, I have met in person with class counsel on at least seven (7) occasions. I have spoken with them by telephone at least twenty-five (25) times and exchanged many emails and letters with them regarding the facts of the case, developments regarding my father's care, written discovery and document production, the progress of the lawsuit, court rulings, settlement negotiations, and the terms of the settlement. To date, I have devoted approximately sixty (60) hours to this case. I spent numerous hours meeting, talking, and corresponding with my attorneys; preparing for my deposition; providing information; searching for and providing documents; reviewing pleadings; responding to written discovery requests; discussing mediation and settlement offers with my attorneys; and reviewing the Stipulation of Settlement and the Stipulated Order for Injunction. All of these activities were time-consuming and draining, as they required me to relive and discuss the substandard care my father received at Atria.

6. In signing the attorney representation agreement with class counsel, I agreed to a provision that reserved my right to support, oppose, or comment upon any proposed settlement, and to support, oppose, or comment upon any application for compensation by the attorneys in this case.

7. Having reviewed the terms of the Stipulation of Settlement and the Stipulated Order for Injunction, I accept the final approval of this Class Settlement and the attorney's request for

1 compensation for the work they have done on the case. I understand that the injunctive relief  
2 secured through this settlement is the best non-financial outcome that counsel determined could be  
3 achieved. Therefore, accepting that counsel have attained some measure of justice for class  
4 members, I believe it is in the best interests of the class members that this settlement go forward.

5 8. I declare under penalty of perjury that the foregoing is true and correct. Executed  
6 this 16<sup>th</sup> Day of May 2016, at Redwood City, California.

7  
8   
9 Juliana Christine Clegg



# Exhibit I

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Attorneys for Plaintiff and the Proposed Class

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

THOMAS CARNES, by and through his guardian ad  
litem, JULIANA CHRISTINE CLEGG, on his own behalf  
and on behalf of others similarly situated,

Plaintiff,

vs.

ATRIA SENIOR LIVING, INC. and DOES 1 through  
100,

Defendants.

Case No.: 3:14-cv-02727-VC

**DECLARATION OF**  
**RICHARD M. PEARL IN**  
**SUPPORT OF PLAINTIFF'S**  
**MOTION FOR AWARD OF**  
**ATTORNEYS FEES**

DECLARATION OF RICHARD M. PEARL ISO MOTION FOR  
AWARD OF ATTORNEYS' FEES

1 I, Richard M. Pearl, hereby declare:

2 1. I am an attorney at law licensed and duly admitted to practice before all the courts of the  
3 State of California and before this court. If called as a witness I could and would competently testify to  
4 the following.

5 2. I am a member in good standing of the California State Bar. I am in private practice as  
6 the principal of my own law firm, the Law Offices of Richard M. Pearl, in Berkeley, California. I  
7 specialize in issues related to court-awarded attorneys' fees, including the representation of parties in fee  
8 litigation and appeals, serving as an expert witness, and serving as a mediator and arbitrator in disputes  
9 concerning attorneys' fees and related issues. In this case, I have been asked by the attorneys for  
10 Plaintiff Thomas Carnes to render my opinion on the reasonableness of the hourly rates, hours, and  
11 multiplier they are requesting in this matter and make this declaration in support of their fee request.

12 3. I am aware of the attorneys' fees being requested by Plaintiff's attorneys in this case,  
13 their experience and qualifications, the nature of the work performed, and the results achieved. I have  
14 also discussed the case with Tim Needham, one of Plaintiff's attorneys.

15 4. In light of the my experience as an attorneys' fees specialist and the information about  
16 hourly rates I have gathered, some of which is summarized below (see ¶¶11-15), in my opinion the  
17 hourly rates requested by Plaintiff's counsel are all well within the range of reasonable attorneys' fees  
18 that for this case.

19 **Professional Background**

20 5. Briefly summarized, my background is as follows: I am a 1969 graduate of Boalt Hall  
21 School of Law, University of California, Berkeley, California. I took the California Bar Examination in  
22 August 1969 and passed it in November of that year, but because I was working as an attorney in  
23 Atlanta, Georgia for the Legal Aid Society of Atlanta (LASA), I was not admitted to the California Bar  
24 until January 1970. I worked for LASA until summer of 1971, when I then went to work in California's  
25 Central Valley for California Rural Legal Assistance, Inc. (CRLA), a statewide legal services program.  
26 From 1977 to 1982, I was CRLA's Director of Litigation, supervising more than fifty attorneys. In  
27 1982, I went into private practice, first in a small law firm, then as a sole practitioner. Martindale  
28 Hubbell rates my law firm "AV." I also have been selected as a Northern California "Super Lawyer" in  
Appellate Law for 2005, 2006, 2007, 2008, 2010, 2011, 2012, 2013, 2014, 2015, and 2016. A copy of

1 my current Resume is attached hereto as **Exhibit A**. I also currently serve as Chair of the Board of the  
 2 California Rural Legal Assistance Foundation.

3 6. Since 1982, my practice has been a general civil litigation and appellate practice, with an  
 4 emphasis on cases and appeals involving court-awarded attorneys' fees. I also am the author of  
 5 *California Attorney Fee Awards* (3d ed. Cal. CEB 2010) and its February 2011, 2012, 2013, 2014, 2015,  
 6 and March 2016 Supplements, as well as all its previous editions and annual supplements. California  
 7 appellate courts have cited this treatise on more than 35 occasions. *See, e.g., Graham v.*  
 8 *DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, 576, 584; *Lolley v. Campbell* (2002) 28 Cal.4th 367, 373;  
 9 *Chacon v. Litke* (2010) 181 Cal.App.4th 1234, 1259; *Syers Properties III, Inc. v. Rankin* (2014) 226  
 10 Cal.App.4th 691, 698, 700. I also have lectured and written extensively on court-awarded attorneys'  
 11 fees. I have been a member of the California State Bar's Attorneys' Fees Task Force and have testified  
 12 before the State Bar Board of Governors and the California Legislature on attorneys' fee issues. In  
 13 addition, I authored a federal manual on attorneys' fees entitled *Attorneys' Fees: A Legal Services*  
 14 *Practice Manual*, published by the Legal Services Corporation. I also co-authored the chapter on  
 15 "Attorney Fees" in Volume 2 of CEB's *Wrongful Employment Termination Practice*, 2d Ed. (1997).

16 7. More than 90% of my practice is devoted to issues involving court-awarded attorneys'  
 17 fees. I have been counsel in over 190 attorneys' fee applications in state and federal courts, primarily  
 18 representing other attorneys. I also have briefed and argued more than 45 appeals, at least 30 of which  
 19 have involved attorneys' fees issues. I have successfully handled five cases in the California Supreme  
 20 Court involving court-awarded attorneys' fees: (1) *Maria P. v. Riles* (1987) 43 Cal.3d 1281, a landmark  
 21 early decision on the scope of California Code of Civil Procedure section 1021.5; (2) *Delaney v. Baker*  
 22 (1999) 20 Cal.4th 23, which held that heightened remedies, including attorneys' fees, are available in  
 23 suits against nursing homes under California's Elder Abuse Act; (3) *Ketchum v. Moses* (2001) 24  
 24 Cal.4th 1122, which held, *inter alia*, that contingent risk multipliers remain available under California  
 25 attorney fee law, despite the United States Supreme Court's contrary ruling on federal law (note that in  
 26 *Ketchum*, I was primary appellate counsel in the Court of Appeal and "second chair" in the Supreme  
 27 Court); (4) *Flannery v. Prentice* (2001) 26 Cal.4th 572, which held that in the absence of an agreement  
 28 to the contrary, statutory attorneys' fees belong to the attorney whose services they are based upon; and  
 (5) *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal.4th 553, which held, *inter alia*, that the "catalyst"

theory was still valid under California law despite federal Supreme Court authority to the contrary. I also represented and argued on behalf of *amicus curiae* in *Conservatorship of McQueen* (2014) 59 Cal.4th 602, and, along with Richard Rothschild, filed an *amicus curiae* brief in *Vasquez v. State of California* (2009) 45 Cal.4th 243. I also have handled numerous other appeals involving attorneys' fees, including: *Davis v. City & County of San Francisco* (9th Cir. 1992) 976 F.2d 1536; *Mangold v. CPUC* (9th Cir. 1995) 67 F.3d 1470; *Moore v. Bank of America* (9th Cir. 2007) 245 Fed.Appx. 613; *Velez v. Wynne* (9th Cir. 2007) 2007 U.S.App.LEXIS 2194; *Camacho v. Bridgeport Financial, Inc.* (9th Cir. 2008) 523 F.3d 973; *Center for Biological Diversity v. County of San Bernardino* (2010) 185 Cal.App.4th 866; and *Environmental Protection Information Center v. California Dept. of Forestry & Fire Protection et al.* (2010) 190 Cal.App.4th 217. For an expanded list of my representative decisions, see Exhibit A.

8. I also have been retained by various governmental entities, including the states of California and Vermont, to consult with them regarding their affirmative attorney fee claims.

9. I am frequently called upon to opine about the reasonableness of attorneys' rates and fees, and numerous federal and state courts have cited my testimony on that issue favorably. The reported cases referencing my testimony include the following California appellate courts: *Kerkeles v. City of San Jose* (2015) 243 Cal.App.4th 88; *Habitat and Watershed Caretakers v. City of Santa Cruz* (2015) 2015 Cal.App.Unpub. LEXIS 7156; *Laffitte v. Robert Half International Inc.* (2014) 231 Cal.App.4th 860 (vacated on grant of review); *In re Tobacco Cases I* (2013) 216 Cal.App.4th 570; *Heritage Pacific Financial LLC v. Monroy* (2013) 215 Cal.App.4th 972, 1009; *Children's Hospital & Medical Center v. Bonta* (2002) 97 Cal.App.4th 740; *Wilkinson v. South City Ford* (2010) 2010 Cal.App.Unpub. LEXIS 8680; *Church of Scientology v. Wollersheim* (1996) 42 Cal.App.4th 628 (anti-SLAPP case). My declaration also has been favorably referenced by the following federal courts: *Prison Legal News v. Schwarzenegger* (9th Cir. 2010) 608 F.3d 446, 455, in which the expert declaration referred to in that opinion is mine; *Antoninetti v. Chipotle Mexican Grill, Inc.* (9th Cir. 2012) Order filed Dec. 26, 2012; *In re Cathode Ray Tube Antitrust Litigation*, Master File No. 3:07-cv-5944 JST, MDL No. 1917, Report And Recommendation Of Special Master Re Motions (1) To Approve Indirect Purchaser Plaintiff's Settlements With the Phillips, Panasonic, Hitachi, Toshiba, Samsung SDI, Technicolor, And Technologies Displays Americas Defendants and (2) For An Award Of Attorneys'

1 Fees, Reimbursement Of Litigation Expenses, And Incentive Awards To Class Representative, dated  
 2 January 28, 2016; *Gutierrez v. Wells Fargo Bank* (N.D. Cal. 2015) 2015 U.S.Dist.LEXIS 67298; *Walsh*  
 3 *v. Kindred* (N.D. Cal. 2013) 2013 U.S.Dist.LEXIS 176319; *Holman et al v. Experian Information*  
 4 *Solutions, Inc.* (N.D. Cal. 2014) 2014 U.S.Dist.LEXIS 173698, at \*13; *In re TFT-LCD (Flat Panel)*  
 5 *Antitrust Litigation* (N.D.Cal. 2013) No. M 07-1827 SI, MDL, No. 1827, Report and Recommendation  
 6 of Special Master re Motions for Attorneys' Fees etc., filed Nov. 9, 2012, adopted in relevant part, 2013  
 7 U.S.Dist.LEXIS 49885; *Rosenfeld v. United States Dept. of Justice* (N.D. Cal. 2012) 904 F.Supp.2d 988;  
 8 *Stonebrae v. Toll Bros.* (N.D. Cal. 2011) 2011 U.S.Dist.LEXIS 39832, at \*9 (thorough discussion), *aff'd*  
 9 (9th Cir. 2013) 2013 U.S.App.LEXIS 6369; *Hajro v. United States Citizenship & Immigration Service*  
 10 (N.D.Cal 2012) 900 F.Supp.2d 1034, 1054; *Armstrong v. Brown* (N.D. Cal. 2011) 2011  
 11 U.S.Dist.LEXIS 87428; *Californians for Disability Rights, Inc. v. California Dept. of Transportation*  
 12 (N.D. Cal. 2010) 2010 U.S.Dist.LEXIS 141030; *Prison Legal News v. Schwarzenegger* (N.D. Cal. 2008)  
 13 561 F.Supp.2d 1095 (an earlier motion); *Oberfelder v. City of Petaluma* (N.D. Cal. 2002) 2002  
 14 U.S.Dist.LEXIS 8635, *aff'd* (9th Cir. 2003) 2003 U.S.App.LEXIS 11371; *Bancroft v. Trizechahn Corp.*,  
 15 C.D. Cal. No. CV 02-2373 SVW (FMOx), Order Granting Reasonable Attorneys' Fees etc., filed Aug.  
 16 14, 2006; *Willoughby v. DT Credit Corp.*, C.D. Cal. No. CV 05-05907 MMM (Cwx), Order Awarding  
 17 Reasonable Attorneys' Fees After Remand, filed July 17, 2006; *A.D. v. California Highway Patrol*  
 18 (N.D.Cal. 2009) 2009 U.S.Dist.LEXIS 110743, *rev'd on other grounds* (9th Cir. 2013) 712 F.3d 446,  
 19 *reaffirmed and additional fees awarded on remand* at 2013 U.S.Dist.LEXIS 169275; *National*  
 20 *Federation of the Blind v. Target Corp.* (N.D.Cal. 2009) 2009 U.S.Dist.LEXIS 67139. In addition,  
 21 numerous trial courts have relied upon my testimony in unpublished fee orders.

22 10. Through my writing and practice, I have become knowledgeable about the non-  
 23 contingent market rates charged by attorneys in California and elsewhere. I have obtained this  
 24 knowledge in several ways: (1) by handling attorneys' fee litigation; (2) by preparing expert  
 25 declarations in numerous cases; (3) by discussing fees with other attorneys; (4) by obtaining declarations  
 26 regarding market rates in cases in which I represent attorneys seeking fees; and (5) by reviewing  
 27 attorneys' fee applications and awards in other cases, as well as surveys and articles on attorneys' fees in  
 28 the legal newspapers and treatises.



**Plaintiff's Counsel's Hourly Rates Are Reasonable**

11. Under California law, Plaintiff's attorneys are entitled to be compensated at their requested rates if those rates are "within the range of reasonable rates charged by and judicially awarded comparable attorneys for comparable work." *Children's Hosp. & Med. Ctr. v. Bonta* (2002) 97 Cal.App.4th 740, 783 [*CHMC*]. As noted, I am aware of the hourly rates being requested by Plaintiff's attorneys in this case and their experience and qualifications.

12. As shown by the information about hourly rates I have gathered, some of which is summarized below (see ¶¶13-16), in my opinion, the hourly rates requested by Plaintiff's counsel in this matter are well within the range of non-contingent market rates charged by attorneys of reasonably comparable experience, skill, and expertise for reasonably comparable services in the Bay Area. I base that opinion primarily on the following data:

**Court Awards**

13. The rates requested by Plaintiff's counsel are well within the range of rates awarded in the Bay Area:

**2015**

(1) *O'Bannon v. National Collegiate Athletic Assn* (N.D. Cal. 2016) 2016 U.S. Dist. LEXIS 44131, filed March 30, 2016, a group antitrust action, in which the court found the following hourly rates reasonable<sup>1</sup>:

<u>Years of Experience</u>	<u>Rate</u>
45	\$985
37	935-895
15	610-510
14	600
7	490
3	370
Paralegals	300-320
Law Clerks	325

<sup>1</sup> The hourly rates are not mentioned in the cited order because they were conceded to be reasonable. See 2015 U.S. Dist. LEXIS 91514, at \*14. Nonetheless, the district court was still required to independently determine that they were reasonable. See, e.g., *Civil Rights Education and Enforcement Center v. Ashford Hospitality Trust, Inc.* (N.D. Cal. March 22, 2016) 2016 U.S. Dist. LEXIS 37256, at \*14.

(2) *Civil Rights Education and Enforcement Center v. Ashford Hospitality Trust, Inc.*, 2016 U.S. Dist. LEXIS 37256 (N.D. Cal. March 22, 2016), an action challenging defendants' hotels' failure to provide wheelchair accessible transportation, in which the Court found the following 2015 hourly rates reasonable:

<u>Years of Experience</u>	<u>Rates</u>
41	\$900
24	750
10	550
8	500
5	430
Paralegal	250

(3) *In re High Tech Employment Antitrust Litigation* (N.D. Cal. 2015) 2015 U.S. Dist. LEXIS 118052, filed September 2, 2015, a class employment practices action, in which the court found the following 2015 hourly rates reasonable for Class Counsel (before applying a 2.2 multiplier):

<u>Level</u>	<u>Rates</u>
Partners	\$490-975
Associates	310-800
Paralegals, law clerks, and litigation support staff	190-430

(4) *Wynn v. Chanos* (N.D. Cal. 2015) 2015 U.S. Dist. LEXIS 80062, filed June 19, 2015, an anti-SLAPP fee award, in which the court found the following hourly rates reasonable:

<u>Years of Experience</u>	<u>2015/2014 Rates</u>
40	\$1085/1035
35	750
20	920/875
6	710/645
	6

DECLARATION OF RICHARD M. PEARL ISO PLAINTIFF'S MOTION FOR  
AWARD OF ATTORNEYS' FEES



4 640/570

(5) *Gutierrez v. Wells Fargo Bank, N.A* (N.D. Cal. 2015) 2015 U.S. Dist. LEXIS 67298, filed May 21, 2015, a consumer class action, in which this court found the following hourly rates reasonable (plus a 5.5 multiplier):

<u>Years of Bar Admission</u>	<u>Rate</u>
1972	\$975
1989	850
2001	625
2006	435
2009	435
3	370
Paralegals	300-320
Law Clerks	325

**2014**

(1) *Ammari v. Pacific Bell Directory*, Alameda Superior Court No. RG05198014, Order Granting Plaintiff Application for Attorney's Fees, Reimbursement of Costs, and Service Awards, filed January 5, 2015, a consumer class action, in which the court found the following hourly rates reasonable:

<u>Years of Experience</u>	<u>Rate</u>
49	\$995
45	700
39	800
39	750
37	895
33	650
24	720
24	450
23	700
23	650
19	650
19	625
19	475
14	600 (as Partner)
	475 (as Associate)

<u>Years of Experience</u>	<u>Rate</u>
12	340
11	500
9	375
8	655
4	375

(2) *Banas v. Volcano Corp.* (N.D. Cal. 2014) 47 F.Supp.3d 957, a dispute over a merger agreement decided on summary judgment, in which the court found the following hourly rates reasonable:

<u>Years of Experience (in 2014)</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
31	\$975	\$1,035	\$1,095
17	\$670	\$710	\$770
9	\$550	\$645	\$685
7	\$500	\$585	\$685
6		\$530	\$620
3		\$355	\$445
E-Discovery Staff Attorney		\$260	\$325
Paralegal	\$245	\$260	\$275
Paralegal			\$295

(3) *Holman v. Experian Information Solutions, Inc.* (N.D. Cal. 2014) 2015 U.S.Dist.LEXIS 173698, a consumer class action, in which the court found the following hourly rates reasonable:

<u>Years of Experience</u>	<u>Rate</u>
45	\$675
42	750
14	690
12	450
Paralegal	150

(4) *Dixon v. City of Oakland et al.* (N.D. Cal. 2014) 2014 U.S.Dist.LEXIS 69688, an individual law enforcement misconduct action, in which the court found the following hourly rates reasonable, plus a 1.10 lodestar multiplier for merits work:

<u>Years of Experience</u>	<u>Rate</u>
45	\$750
23	725
19	695
5	400

<u>Years of Experience</u>	<u>Rate</u>
3	350
2	325
Paralegal	200

(5) *IPVX Patent Holdings, Inc. v. Voxernet LLC*, N.D. Cal. No. 5:13-CV-01708-HRL, a patent infringement case, in which the court found the following hourly rates reasonable:

<u>Years of Experience</u>	<u>Rate</u>
<b><u>2014</u></b>	
45	\$750
35	750
23	725
19	695
5	400
3	350
Paralegal	125

<b><u>2013</u></b>	
18	\$755
11	595
2	425
<b><u>2012</u></b>	
40	\$865
17	755
10	595
1	375

(6) *Rose v. Bank of America Corp.*, N.D. Cal. No. 5:11-CV-02390-EJD; 5:12 CV-04009-EJD, Order Granting Motion for Final Approval of Settlement; Granting in Part and Denying in Part Motion for Attorney's Fees and Costs, filed August 29, 2014, a consumer class action involving the Bank's loan servicing calls, in which the court found the following hourly rates reasonable:

Partners: \$775-350

Associates: \$525-325

(7) *Cornell v. City & County of San Francisco*, San Francisco County Superior Court No. CGC-11-509240, Order Granting Motion for Reasonable Attorneys' Fees, Subject to Modifications, filed May 15, 2014, an individual police misconduct/employment action, in which the court found the

following hourly rates reasonable, plus a 1.25 lodestar multiplier for merits work:

<u>Years of Experience</u>	<u>Rate</u>
45	\$750
35	750
23	725
19	695
5	400
3	350
Paralegal	125

(8) *Ellis v. Costco Wholesale Corp.*, N.D. Cal. No. C04-3341 EMC, Order Granting Motion for Final Approval of Class Action Settlement, filed May 27, 2014, an employment class action, in which the court found the following hourly rates reasonable:

<u>Years of Experience</u>	<u>Rate</u>
38	\$700
35	825
30	650-825
29	875
19	725
9	500
8	460
7	425-575
6	435
3	315
Paralegals	155-295
Law Clerks	185-275

### 2013

(1) *In re Pacific Bell Late Fee Litigation*, Contra Costa County Superior Ct. No. MSC10-00840, Order Awarding Attorneys' Fees, Costs and Expenses and Authorizing Payment of Incentive Award to the Class Representative, filed October 18, 2013, a consumer class action, in which the court found the following hourly rates reasonable:

<u>Years of Experience</u>	<u>Rate</u>
17	\$850
16	680
11 (partner)	680
36	675
32	675
28 (assoc.)	620
4	400
3	390
Paralegals and Litigation Support	160-180

(2) *Reuters America LLC v. The Regents of the Univ. of Calif.*, Alameda County Superior Court No. RG12-613664, Order Granting in Part Motion of Plaintiff for Attorneys' Fees filed May 2, 2013, reversed on the merits sub nom *Regents of U.C. v. Superior Court* (2014) 222 Cal.App.4th 383, a California Public Records Act action, in which the trial court found the following hourly rates reasonable, before applying a 1.3 lodestar multiplier:

<u>Years of Experience</u>	<u>Rate</u>
31	\$785
27	600
6	400

#### **Rate Information from Surveys**

15. I also base my opinion on several credible surveys of legal rates, including the following:

- In December 2015, Thomson Reuters published its "Legal Billing Report," which surveys the rates approved for various law firms by the bankruptcy courts. (Under bankruptcy law, the rates sought must be the firm's ordinary commercial rates.) A true and correct copy of an excerpt for the data listed for the California and West Regions is attached hereto as **Exhibit B**. It shows that Class Counsel's rates are well within the range of the rates awarded to other law firms.
- On January 5, 2015, the National Law Journal published an article about its most recent rate survey entitled "Billing Rates Rise, Discounts Abound." A true and correct copy of that article is attached hereto as **Exhibit C**. It contains the rates charged by numerous Bay Area law firms handling comparably complex litigation. Plaintiff's attorneys' rates are well in line with those rates.
- On January 13, 2014, the National Law Journal published an article about its most recent rate survey. That article included a chart listing the billing rates of the 50 firms that charge the highest average hourly rates for partners. A true and correct copy of that article is attached hereto as **Exhibit D**. Of the 50 firms listed, several have offices in or practice in the San Francisco Bay Area. And, although the rates that Plaintiff's counsel are requesting here are far *lower* than many of the rates charged by the listed firms, the NLJ chart does show the *range* of rates charged for similar services, which is the applicable standard. *See CHMC*, 97 Cal.App.4th at 783.

- The 2013 Real Rate Report Snapshot published by Ty Metrix/Legal Analytics summarizes the “real rates” for partners and associates in various cities. A copy of the relevant pages is attached hereto as **Exhibit E**. It shows that for the San Francisco area law firms surveyed (309 partners, 327 associates), the Third Quartile partner rate in 2012 was **\$800** per hour and the Third Quartile Associate rate in 2012 was **\$525** per hour. Moreover, since 2012, most firms have raised their rates by at least 5-10%.
- In an article entitled “On Sale: The \$1,150-Per Hour Lawyer,” written by Jennifer Smith and published in the Wall Street Journal on April 9, 2013, the author describes the rapidly growing number of lawyers billing at \$1,150 or more revealed in public filings and major surveys. A true and correct copy of that article is attached hereto as **Exhibit F**. The article also notes that in the first quarter of 2013, the 50 top-grossing law firms billed their partners at an average rate between \$879 and \$882 per hour.

**Rates Charged by Other Law Firms**

16. Counsel’s rates also are supported by the standard hourly non-contingent rates for comparable civil litigation stated in court filings, depositions, surveys, or other reliable sources by numerous California law firms or law firms with offices or practices in California. These rates include, in alphabetical order:

**Altshuler Berzon LLP**

<b><u>2015 Rates:</u></b>	<b><u>Years of Experience/Level</u></b>	<b><u>Rate</u></b>
	32	\$895
	Junior Partners	825-630
	Associates	450-340
	Paralegals	250
<b><u>2014 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	38	\$895
<b><u>2012 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	34	\$850
	26	785
	21	750
	18	700
	14	625
	12	570

1	11	550
2	10	520
3	6	410
4	5	385
5	4	335
6	Law Clerks	250
7	Paralegals	215
8	<u>Years of Experience</u>	<u>Rate</u>

**2011 Rates:**

9	43	\$825
10	17	675
11	12	575
12	10	520
13	Law Clerks	225
14	Paralegals	215

**Arnold Porter LLP****2015 Rates:**

15	<u>Years of Experience</u>	<u>Rate</u>
16	40	\$1,085
17	20	920
18	6	710
19	4	640

**2014 Rates:**

20	<u>Years of Experience</u>	<u>Rate</u>
21	49	\$995

**Bingham McCutchen (now Morgan Lewis & Bockius)****2013 Rates:**

22	Average Partner	\$795
23	Highest Partner	1,080
24	Lowest Partner	220
25	Average Associate	450
26	Highest Associate	605
27	Lowest Associate	185

**2011 Rates:**

28	<u>Years of Experience</u>	<u>Rate</u>
29	30	\$780

**2010 Rates:**

30	<u>Years of Experience</u>	<u>Rate</u>
31	13	\$655
32	4	480
33	2	400

**Burson & Fisher****2013 Rates:**

34	<u>Years of Experience</u>	<u>Rate</u>
35	16	\$680-850
36	11	680
37	4	400
38	3	390



**Burson & Fisher**

2	375
1	300
Law Clerks	225
Litigation Support Specialists	180

**Cooley LLP**

<b><u>2014</u></b>	<b><u>Years of</u></b>	<b><u>2012</u></b>	<b><u>2013</u></b>	<b><u>2014</u></b>
<b><u>Rates:</u></b>	<b><u>Experience</u></b>			
	31	\$975	\$1,035	\$1,095
	17	670	710	770
	9	550	645	685
	7	500	585	685
	6		530	620
	3		355	445
	Paralegal		260	325
	Paralegal	245	260	275
				290

**Cooper & Kirkham**

<b><u>2012 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	48	\$950
	37	825
	11	600

**Cotchett, Pitre & McCarthy, LLP**

<b><u>2014 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	33	\$775
	22	775
	15	500
	4	360
	Paralegals, case assistants, law clerks	225-250

**Covington Burling**

<b><u>2015 Rates</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	30	\$805
	2	410
<b><u>2014 Rates</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	35	\$825
	29	780
	15	695
	6	530
	3	425



**Covington Burling**

1	1	350
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**Level**

3	Average Partner	\$780
4	Highest Partner	890
5	Lowest Partner	605
6	Average Associate	415
7	Highest Associate	565
8	Lowest Associate	320

**2013 Rates:**

	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
8	28	\$750
9	16	670
10	14	670
11	7	510
12	5	490
13	2	375

	Litigation Support	110-355
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**2012 Rates:**

	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
13	27	\$730
14	15	632-650
15	13	650

**2011 Rates:**

	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
16	26	\$710
17	14	640
18	12	600
19	9	565
20	7	550
21	5	425
22	3	390
23	1	320

**2010 Rates:**

	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
24	25	\$710
25	13	640
26	11	575-600
27	8	550-565
28	6	525-550
	4	390-425
	2	350-390

**Fenwick & West****2014 Rates**

	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
28	45	\$750

**Fenwick & West**

35	750
23	725
19	695
5	400
3	350
Paralegal	125

**2013 Rates**

18	\$755
11	595
2	425

**2012 Rates**

40	\$865
17	755
10	595

**Furth Firm LLP****2010 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
51	\$875
39	750
38	600
33	775
25	550
23	650
21	625
19	610
18	600
17	585
16	570
15	560
14	550
13	525
12	515
11	510
10	505
9	500
7	460
4	435

**2010 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
36	\$800
31	750
20-21	600
15	575

**Furth Firm LLP**

10	475-500
8	425
4	325
2	275
1	250

**Gibson Dunn & Crutcher LLP**

<b><u>2015 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	37	\$1,125
	23	955
	3	575
<b><u>2014 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	36	\$1,080
	22	910
	9 (Of Counsel)	740
	6	690
	2	485
<b><u>2013 Rates</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	35	\$1,040
	5	625
	Paralegal	345

**Goldstein, Borgen, Dardarian & Ho**

<b><u>2014 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	33	\$795
	27	750
	8	500
	4	395
	3	350
	1	300
	Law Clerks/Paralegals	160-250
<b><u>2012 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	Partners	
	42	\$785
	36	750
	31	700
	18	650
	Associates	
	7	470
	6	445
<b><u>2011 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	Partners	
	41	\$725
	35	725

**Goldstein, Borgen, Dardarian & Ho**

30	700
24	650
18	600
17	600
16	550

**2010 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
Partners	
40	\$700
34	700
29	675
23	625
17	575
16	575
Of Counsel	
40	725
Associates	
15	\$500
11	440
6	375
5	365
4	355
3	340
2	325
1	305
Law Clerks	195
Paralegals	150-225

**Hausfeld LLP****2014 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
45	\$985
37	935-895
15	610-510
14	600
7	490
3	370
Paralegals	300-320
Law Clerks	325

**Irell & Manella****2013 Rates:**

Average Partner	\$890
Highest Partner	975
Lowest Partner	800

**Irell & Manella**

Average Associate	535
Highest Associate	750
Lowest Associate	395

**Jones Day****2013 Rates:**

Average Partner	\$745
Highest Partner	975
Lowest Partner	445
Average Associate	435
Highest Associate	775
Lowest Associate	205

**Keker & Van Nest, LLP****2010 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
Partners	525-975
Associates	340-500
Paralegals/Support Staff	120-260

**Kemnitzer, Barron & Krieg****2014 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
38	\$750
32	750
8	475
3	350
Senior Paralegal	250

**Kirkland & Ellis****2013 Rates:**

Average Partner	\$825
Highest Partner	995
Lowest Partner	590
Average Associate	540
Highest Associate	715
Lowest Associate	235

**Latham & Watkins****2013 Rates:**

Average Partner	\$990
Highest Partner	1,100
Lowest Partner	895
Average Associate	605
Highest Associate	725
Lowest Associate	465

**Lewis Feinberg Lee, Renaker & Jackson, P.C.****2012 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
38	\$825
29	750

**Lewis Feinberg Lee, Renaker & Jackson, P.C.**

24	725
21	700
8	450
7	425
3	375
Senior Paralegals	250
Law Clerks	225

**Lieff Cabraser Heimann & Bernstein, LLP**

<b><u>2015 Rates:</u></b>	<u>Years of Bar Admission</u>	<u>Rate</u>
	1972	\$975
	1989	850
	2001	625
	2006	435
	2009	435
<b><u>2014 Rates:</u></b>	<u>Years of Bar Admission</u>	<u>Rate</u>
	1998	\$825
	2001	600
	2006	435
	2009	415
	2013	325
	Paralegal/Clerk	305

<b><u>2013 Rates:</u></b>		
	1975	\$925
	1998	800
	2001	525
	2003	490
	2006	415
	2009	395
	2013	320
	Paralegal/Clerk	285

**Manatt, Phelps & Phillips**

<b><u>2013 Rates:</u></b>	Average Partner	\$740
	Highest Partner	795
	Lowest Partner	640
<b><u>2010 Rates:</u></b>	Partners	525-850
	Associates	200-525

**McKenna Long & Aldridge LLP**

<b><u>2015 Rates:</u></b>	<u>Years of Experience</u>	<u>Rate</u>
	31	\$775
	10	650
		425
		420
	Senior Paralegal	350

	Paralegal	225
<b><u>2014 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	30	\$775
	9	650
	5	420
	Litigation Support Mgr.	350
	Paralegals	225

**Minami Tamaki LLP**

<b><u>2014 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	38	\$1,025
	22	815
	17	790
	38 (Of Counsel)	650
	7	620
	6	605
	5	595
	4	535
	2	430
	Paralegal	250

<b><u>2013 Rates</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	37	\$985
	29	780
	21	760
	37 (Of Counsel)	650
	5	570
	4	515
	Paralegal	240

<b><u>2012 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	36	\$750
	15	525
	5	395
	Paralegals	175
	5	535

**Morrison Foerster LLP**

<b><u>2013 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	Average Partner	\$865
	Highest Partner	1,195
	Lowest Partner	595
	Average Associate	525
	Highest Associate	725
	Lowest Associate	230
	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>

**Morrison Foerster LLP****2011 Rates:**

22	\$775
11	625
10	620
1	335

**2009 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
24	\$750

**O'Melveny & Myers****2013 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
Average Partner	\$715
Highest Partner	950
Lowest Partner	615

**2012 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
12	\$695
4	495

**Orrick Herrington & Sutcliffe****2014 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
Average Partner	\$845
Highest Partner	1,095
Lowest Partner	715
Average Associate	560
Highest Associate	710
Lowest Associate	375

**Paul Hastings LLP****2014 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
Average Partner	\$815
Highest Partner	900
Lowest Partner	750
Average Associate	540
Highest Associate	755
Lowest Associate	350

**Pillsbury Winthrop Shaw Pittman LLP****2013 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
Average Partner	\$865
Highest Partner	1,070
Lowest Partner	615
Average Associate	520
Highest Associate	860
Lowest Associate	375

**2010 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
Partners	
30	\$705-775
Other Partners	595-965



**Pillsbury Winthrop Shaw Pittman LLP**

Associates	320-650
Paralegals/Support Staff	85-380

**Quinn Emanuel Urquhart & Sullivan**

<b><u>2013 Rates:</u></b>	Average Partner	\$915
	Highest Partner	1,075
	Lowest Partner	810
	Average Associate	410
	Highest Associate	675
	Lowest Associate	320

**Reed Smith LLP**

<b><u>2014 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	37	\$830
	18	695
	15	585
	6	485
	5	435
<b><u>2013 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	Partner	
	36	\$830
	30	805
	17	610-615
	14	570
	Associates	
	8	450-535
	6	495

**Rosen, Bien, Galvan & Grunfeld LLP**

<b><u>2015 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	Partners	
	53	\$930
	35	840
	33	775
	31	710
	18	690
	9	525
	Of Counsel	590-610
	Associates	
	9	490
	8	\$480
	7	470
	6	440
	5	420
	4	400
	3	380
	Paralegals	250-295

**Rosen, Bien, Galvan & Grunfeld LLP**

Litigation Support/Paralegal	200-220
Clks	

Law Students	275
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Word Processing	85
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**2014 Rates**

<u>Years of Experience</u>	<u>Rate</u>
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Partners	
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52	\$900
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34	800
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30	675
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17	650
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Of Counsel	580
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Associates	350-550
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Paralegals	230-290
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Litig. Support/Paralegal Clks	180-215
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Law Students	260
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Word Processing	80
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**2013 Rates**

<u>Years of Experience</u>	<u>Rate</u>
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Partners	
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51	\$875
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33	780
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29	660
----	-----

16	630
----	-----

Of Counsel	
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30	580
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Associates	
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20	550
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10	480
----	-----

9	465
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8	445-450
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7	440
---	-----

6	435
---	-----

5	405
---	-----

4	375
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3	355
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Paralegals	220-280
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Litigation Support/ Paralegal clerk	170
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Law Clerk/Students	250
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Word Processing	80
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**2012 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
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<u>Partners</u>	
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50	\$860
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32	760
----	-----

28	640
----	-----

15	610
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Of Counsel	
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**Rosen, Bien, Galvan & Grunfeld LLP**

29	570
Associates	
19	540
10	470
9	460
7	400
6	400
5	380
4	360
3	340
Paralegals	215-280
Litigation Support/ Paralegal clerk	150
Law Clerk/Students	240
Word Processing	80

**2011 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
<u>Partners</u>	
49	\$840
31	740
27	625
14	590
Of Counsel	
28	540
Associates	
18	525
11	465
10	450
9	440
8	420
6	385
5	365
4	350
3	325
2	315
Paralegals	205-275
Litigation Support/ Paralegal clerk	140-220
Law Clerk/Students	225
Word Processing	75

**2010 Rates:**

<u>Years of Experience</u>	<u>Rate</u>
<u>Partners</u>	
48	\$800
30	700
26	575
13	560
Of Counsel	
27	520

**Rosen, Bien, Galvan & Grunfeld LLP**

Associates	
17	510
13	490
9	430
8	415
7	390
5	360
3	325
1	285
Paralegals	200-275
Litigation Support/ Paralegal clerk	135-220
Law Clerk/Students	190
Word Processing	70

**Schneider Wallace Cottrell Brayton Konecky LLP**

<b><u>2015 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
		\$750
	Associates	350-700
	Law Clerks/Paralegals	135-300
<b><u>2014 Rates:</u></b>		
	Partners	
	13-22	\$750
	Associates/Of Counsel	
	20	750
	37	700
	10-16	650
	0-3	135-475
	Paralegals/Law Clerks	135-300

**Sheppard, Mullin, Richter & Hampton**

<b><u>2014 Rates:</u></b>	<b><u>Level</u></b>	<b><u>Rate</u></b>
	Highest Partner	\$875
	Lowest Partner	490
	Average Partner	685
	Highest Associate	535
	Lowest Associate	275
	Average Associate	415
<b><u>2010 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	Partners	\$495-820
	Associates	270-620

**Sidley Austin**

<b><u>2010 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	Partners	
	33	\$900

**Sidley Austin**

Senior Partners	1,100
Legal Assistants	120-280

**Skadden, Arps, Slate, Meagher & Flom**

<b><u>2013 Rates:</u></b>	Average Partner	\$1,035
	Highest Partner	1,150
	Lowest Partner	845
	Average Associate	620
	Highest Associate	845
	Lowest Associate	340

**Wilson Sonsini Goodrich & Rosati PC**

<b><u>2010 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	28	\$875
	Other Partners	650-975
	Associates	290-610
	Paralegals/Litigation Support	120-300

**Zelle Hofmann Voelbel & Mason, LLP**

<b><u>2012 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	Partners	Up to \$950
	Associates	Up to \$540
	Paralegals	Up to \$290
	Law Clerks	Up to \$250
<b><u>2011 Rates:</u></b>	<b><u>Years of Experience</u></b>	<b><u>Rate</u></b>
	Partners	
	38	\$800
	26	685
	23	650
	22	640
	Associates	
	9	500
	4	435
	3	415
	2	405
	1	395
	Paralegals	210-290

17. The foregoing data shows that the rates charged by Plaintiff's attorneys for their work in these proceedings are well within, and sometimes significantly below, the range of rates charged by comparably qualified attorneys for reasonably similar work.

18. In my experience, fee awards are almost always determined based on current rates, i.e., the attorney's rate at the time a motion for fees is made, rather than the historical rate at the time the work was performed. This is a common and accepted practice to compensate attorneys for the delay in

1 being paid. The hourly rates set forth above are those charged where full payment is expected promptly  
 2 upon the rendition of the billing and without consideration of factors other than hours and rates. If any  
 3 substantial part of the payment were to be deferred for any substantial period of time, for example, the  
 4 fee arrangement would be adjusted accordingly to compensate the attorneys for those factors.

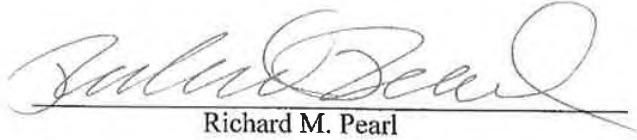
5 **A Lodestar Multiplier For Contingent Risk Is Reasonable**

6 19. In my opinion, a lodestar enhancement for contingent risk also would be consistent with  
 7 the market value of counsel's work in the legal marketplace and therefore reasonable. It certainly is  
 8 consistent with the risk involved in litigating this case on a wholly contingent basis. Based on my  
 9 experience with and knowledge of the legal marketplace, it is certainly true that attorneys who litigate  
 10 on a wholly or partially contingent basis expect to receive significantly higher fees in cases where  
 11 compensation is contingent on success than in cases in which they are paid on a non-contingent basis,  
 12 win or lose. This is particularly true in hard-fought cases like this one against well-funded opponents  
 13 where the result is uncertain. As the case law recognizes, this does not result in any "windfall" or undue  
 14 "bonus." Attorneys who assume representation of plaintiffs in important public interest cases like this  
 15 one on a contingent basis are entitled to receive fees equivalent to those paid in the private market. In  
 16 the private legal marketplace, a lawyer who assumes a significant financial risk on behalf of a client  
 17 rightfully expects that his or her compensation will be significantly greater than if no risk was involved  
 18 (*i.e.*, if the client paid the bill on an ongoing basis). It also is true that the greater the risk, the greater the  
 19 "enhancement." In fact, an expert economist who testified in two cases in which I was involved opined  
 20 that, based on a statistical risk analysis, attorneys who take cases on a contingent basis should receive  
 21 from three to six times the market rates paid to attorneys on a non-contingent basis. Adjusting court-  
 22 awarded fees upward in contingent fee cases to reflect the risk of recovering no compensation  
 23 whatsoever for hundreds of hours of labor simply makes them competitive in the legal marketplace,  
 24 helping to ensure that meritorious cases will be brought to enforce important public interest policies and  
 25 that clients who have meritorious claims will be more likely to obtain qualified counsel.

26 20. The expense and risk of public interest litigation has not diminished over the years; to the  
 27 contrary, these cases are in many ways more difficult than ever. As a result, fewer and fewer attorneys  
 28 and firms are willing to take on such litigation, and the few who are willing to do so can only continue if  
 their fee awards reflect true market value.

1 If called as a witness, I could and would competently testify from my personal knowledge to the  
2 facts stated herein.

3 I declare under penalty of perjury that the foregoing is true and correct. Executed this 5<sup>th</sup> day of  
4 May 2016, in Berkeley, California.

5   
6 Richard M. Pearl

# Exhibit J



UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

THOMAS CARNES, by and through his guardian  
ad litem, JULIANA CHRISTINE CLEGG, on  
behalf of himself and all others similarly situated,

Case No.: 3:14-cv-02727-VC

*Plaintiff,*

**DECLARATION OF  
KATHLEEN WYATT RE:  
NOTICE TO CLASS**

v.

ATRIA SENIOR LIVING, INC. and DOES 1  
through 100,

*Defendants.*

I, Kathleen Wyatt, declare as follows:

1. I am employed as a Senior Project Manager by KCC, located at 3301 Kerner Blvd., San Rafael, California. KCC was retained as the Settlement Administrator in this matter, and as the project manager I oversee the administrative services provided by KCC. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. On or about April 12, 2016, KCC received Class Member data from Defense Counsel containing a list of 13,811 records. Each record contained resident and responsible party names (if any) and addresses, community, move-in dates and move-out dates. From this data, KCC created a master mailing list. After review of the data, 4,470 names and addresses were found to be duplicates. The duplicate records were combined so that only one notice would be sent per unique individual. There were a total of 583 records that did not include addresses for the resident and/or responsible person. Prior to the mailing of the Notice, the names and

1 addresses were processed through the National Change of Address ("NCOA") database to update  
2 any change of address on file with the United States Postal Service ("USPS").

3 3. On or about April 26, 2016, KCC caused the Notice of Proposed Class Action  
4 Settlement to be mailed to the 21,972 names on the master mailing list, and to be emailed to 41  
5 names for which there was no postal address. These names represent 13,330 Resident Class  
6 Members and 8,683 Responsible Persons. A true and correct copy of the Notice is attached  
7 hereto as Exhibit A.

8 4. On or about April 26, 2016, KCC caused the Notice to be published in the *San*  
9 *Francisco* and *Los Angeles* editions of *USA Today*. Tear sheets of the publications are attached  
10 hereto as Exhibit B.

11 5. On or before April 26, 2016, KCC created a case-dedicated website at  
12 [www.californiaassistedlivingsettlement.com](http://www.californiaassistedlivingsettlement.com). The website includes a copy of the Notice. In  
13 addition, the website contains case information, a list of Frequently Asked Questions, copies of  
14 case documents, successor in interest information, and relevant probate codes.

15 6. On or before April 26, 2016, KCC established a toll free telephone number that  
16 class members can call and speak to a live operator. English and Spanish speaking live operators  
17 are available Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. Pacific Time.

18 7. The 35-day period for Class Members to opt out or object expires on May 31,  
19 2016. As of May 13, 2016, eight (8) Settlement Class Members have opted out of the settlement  
20 and none have submitted objections.

21  
22 I declare under penalty of perjury that the foregoing is true and correct to the best of my  
23 knowledge and that this declaration was executed this 13th day of May, 2016 at San Rafael,  
24 California.

25   
26 KATHLEEN WYATT  
27  
28

# EXHIBIT A

**Carnes v. Atria Senior Living Administrator**

P.O. Box 40007

College Station TX 77842-4007

**ARN**

«Barcode»

Postal Service: Please do not mark barcode

Claim#: ARN-«ClaimID»-«MailRec»

«First1» «Last1»

«Addr1»«Addr2»

«City», «St» «Zip»

«Country»

### **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*A federal court has authorized this Notice. It is not a solicitation from a lawyer.*

If you resided at any of the California assisted living facilities owned, managed and/or operated by Atria Senior Living (“Atria”) at any time between June 12, 2010 through and including March 17, 2016, or are the heir or legal successor for any such resident, your rights are affected by a class settlement of a lawsuit. Please read this notice carefully in its entirety. You are a member of the settlement class described below and, as such, you must decide whether to:

- 1) include yourself in the settlement class and seek money from the class settlement, but give up your right to sue in a different case about the same subject matter. If you choose this option, you do not need to do anything, as you will automatically be included in the settlement class;
- 2) include yourself in the settlement class and seek money from the class settlement, give up your right to sue in a different case about the same subject matter, but object to the terms of the settlement. If you choose this option, you do not need to do anything in order to be included in the settlement class, as you will automatically be included in the settlement class. However, if you want to object to the terms of the settlement, you or your own counsel will need to prepare and submit a written objection; or
- 3) exclude yourself from the settlement class and give up your right to seek money from the class settlement, but keep your right to sue in a different case about the same subject matter. If you choose this option, you will need to prepare and submit a written request to be excluded from the settlement class.

The lawsuit is entitled *Thomas Carnes, by and through his Guardian ad litem, Juliana Christine Clegg, on his own behalf and on behalf of others similarly situated v. Atria Senior Living*, Case Number 3:14-cv-02727-VC pending in the United States District Court for the Northern District of California (the “Lawsuit”). The Lawsuit was filed by plaintiff Thomas Carnes, by and through his guardian ad litem and legal successor, Juliana Christine Clegg (“Plaintiff” or “Class Representative”), on behalf of himself and all of the other Settlement Class Members (as defined below).

The parties have reached a proposed settlement on the terms and conditions set forth in the Stipulation of Settlement entered into by and between Plaintiff and Atria. The Court in charge of the Lawsuit still has to decide whether to approve the settlement. A settlement fund will be available for distribution to the Settlement Class only if the settlement is approved by the Court and the approval is upheld following any appeals.

The following provides a detailed description about the proposed class settlement and the rights you have if you are a Settlement Class Member, the benefits available under the settlement and how you can get the benefits, including the relevant deadlines and requirements.

### **BASIC INFORMATION**

#### **WHAT IS THIS LAWSUIT ABOUT?**

Plaintiff brings this proposed class action on behalf of residents of California assisted living communities owned, managed or operated by Atria, alleging that Atria made purportedly misleading statements about how resident evaluations would be used to determine, set and monitor staffing levels at Atria’s assisted living facilities in California, which Plaintiff alleges resulted in monetary damages to residents. Atria denies all allegations and claims in the Lawsuit, and denies that it committed any wrongdoing. Atria is entering into the settlement to avoid burdensome and costly litigation and disruption to its business operations. This settlement is not an admission of any wrongdoing by Atria. The Parties have agreed to settle the Lawsuit on the terms and conditions explained in this notice.



**WHY IS THIS A CLASS ACTION?**

In a class action, one or more people, called class representatives (in this case, Juliana Christine Clegg), sue on behalf of people who have similar claims. All of these people are called a class or class members. One court resolves the issues for all class members, except for those who choose to exclude themselves from the class. United States District Court Judge Vince G. Chhabria is in charge of this proposed class action.

**WHY IS THERE A SETTLEMENT?**

The Court did not decide in favor of Plaintiff or Atria. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial and settlement benefits go to the Settlement Class Members. The Class Representative and the attorneys think the settlement is in the best interest of the Settlement Class Members taking in to account the benefits of the proposed settlement, the risks of continued litigation and the delay in obtaining relief for the Settlement Class if the Lawsuit continues.

**WHO IS IN THE SETTLEMENT CLASS?**

You are a member of the Settlement Class if you resided at any assisted living facility owned, managed and/or operated by Atria located in California at any time between June 12, 2010 through and including March 17, 2016. To be eligible for benefits under the settlement, you must be a Settlement Class Member, or the heir or legal successor to a deceased Class Member.

**THE SETTLEMENT BENEFITS****CASH PAYMENTS AND INJUNCTIVE RELIEF**

Under the terms of the settlement, Atria has agreed to provide a total settlement fund of \$6.4 million (the “Fund”) in full settlement of the claims of the Settlement Class. The Fund will be used to pay for class notice and payment distribution administration expenses (estimated at \$120,000), as well as Class Counsel’s attorneys’ fees not to exceed one-third of the Fund, litigation expenses of approximately \$135,000, and a service award of \$3,500 to the Class Representative. The remaining amount (the “Net Settlement Fund”) will be used to make cash payments to Settlement Class Members (or if a Class Member is deceased, to their legal successor). It is estimated that the cash payment for each Settlement Class Member will be approximately \$290. The settlement distribution process will be administered by an independent settlement administrator (the “Settlement Administrator”) approved by the Court. **The settlement amount and Net Settlement Fund are contingent on final approval by the Court.**

In addition, as part of the settlement and a Court-approved injunction, Atria has agreed, among other terms, to include language in Atria’s residency agreements and other documents stating that resident assessments and other factors are considered in setting, monitoring or modifying staffing levels at Atria’s facilities. The injunction will begin on the Effective Date (as defined in the Stipulation of Settlement) and remain in place for three years.

**AMOUNT OF CASH PAYMENT**

The actual cash payment amounts to Class Members will be determined by the Settlement Administrator based on the formula described in the settlement agreement, and may be increased if funds are available. Subject to Court approval, the Administrator will reserve \$25,000 from the Fund to pay late distribution requests. Any amounts left in the Fund and not paid from the reserve or from uncashed checks, if any, will be paid to the Institute on Aging, or other non-profit organizations approved by the Court.

**HOW CAN I GET A CASH PAYMENT?**

If you are a Class Member and the address above is correct, **you do not need to take any action.** Your cash payment will be mailed to you if the settlement is approved by the Court and becomes Effective. If your address has changed, you must provide your new address to the Settlement Administrator not later than 30 days after the Effective Date, as defined in the Stipulation of Settlement. If a Class Member is deceased, his or her heir or legal successor must submit a payment request and supporting documentation to the Settlement Administrator not later than 30 days after the Effective Date. To contact the Settlement Administrator, visit [www.CaliforniaAssistedLivingSettlement.com](http://www.CaliforniaAssistedLivingSettlement.com) or call 1-844-850-7137.

**WHEN WILL I RECEIVE MY SETTLEMENT AWARD?**

The Court will hold a final approval hearing on **June 30, 2016 at 10:00 a.m.**, to decide whether to approve the settlement. **The date or time of the final approval hearing may be changed by the Court without notice to the Settlement Class, and you should check the Settlement Website at [www.CaliforniaAssistedLivingSettlement.com](http://www.CaliforniaAssistedLivingSettlement.com) or the public court records on file in this lawsuit for any updates.** If the Court approves the settlement, there may be appeals, which could extend the process by 18 months or more.

**IN RETURN FOR THESE SETTLEMENT BENEFITS, WHAT AM I GIVING UP?**

If the Court approves the proposed settlement and you do not request to be excluded from the Settlement Class, you must release (meaning, give up) all legal claims concerning Atria’s alleged misrepresentations and nondisclosures with respect to whether or how resident assessments are used to set, determine or monitor staffing levels or care amounts provided in Atria’s facilities. **This includes any other lawsuit or proceeding already in progress.** The Release does not include claims solely for personal injury, emotional distress or bodily harm. The judgment and orders entered in this case, whether favorable or unfavorable, will bind all Settlement Class Members who do not request to be excluded. The full terms of the Release are contained in the Stipulation of Settlement that is available on the Settlement Website at [www.CaliforniaAssistedLivingSettlement.com](http://www.CaliforniaAssistedLivingSettlement.com), or at the public court records on file in the Lawsuit.

## THE LAWYERS REPRESENTING YOU

### DO I HAVE A LAWYER IN THIS CASE?

All Settlement Class Members are represented by Plaintiffs' Counsel, who have been preliminarily approved by the Court to serve as Class Counsel representing the Settlement Class for purposes of the settlement. If you want to be represented by your own lawyer, you may hire one at your own expense and enter an appearance through your own counsel.

### HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to award attorneys' fees not to exceed one-third of the Fund (approximately \$2.1 million), and litigation expenses not to exceed \$135,000. Atria has agreed not to oppose this request. Any award of attorneys' fees and litigation expenses must be approved by the Court as fair, reasonable and consistent with prevailing marketplace standards. The amount of attorneys' fees and costs awarded by the Court will be paid from the Fund.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this settlement, but you want to keep the right to sue or continue to sue Atria, on your own, about the legal issue in this case, then you must take steps to be excluded from the settlement. This is called excluding yourself – or is sometimes referred to as opting out of the Settlement Class.

### HOW DO I GET OUT OF THE SETTLEMENT?

If you do not wish to be included in the Settlement Class and receive a cash payment, you must send a letter stating that you want to be excluded from the Settlement Class in *Thomas Carnes v. Atria Senior Living and DOES 1 through 100*, case no. 3:14-cv-02727-VC (N.D. Cal.). Be sure to include your name, address, telephone number, signature, and a statement that you are covered by this settlement. You must mail your letter requesting exclusion postmarked no later than **May 31, 2016** to: Carnes v. Atria Senior Living Administrator, P.O. Box 40007, College Station, TX 77842-4007.

You cannot exclude yourself via telephone, fax, or email.

### WHAT HAPPENS IF I EXCLUDE MYSELF FROM THE SETTLEMENT?

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. However, you will not be legally bound by anything that happens in this lawsuit and you will keep your right to separately pursue claims against Atria relating to the subject matter of this lawsuit.

### IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANTS FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up the right to sue Atria for the claims that this settlement resolves. You must exclude yourself from *this* case and the Settlement Class to pursue your own lawsuit. Remember, your letter requesting exclusion must be postmarked on or before **May 31, 2016**.

### IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from the settlement. But, you will not lose any right you may have to sue (or continue to sue) in a different lawsuit against Atria about the legal issues or claims in this case. If you choose to initiate a new lawsuit, your claim will be subject to time limitations, so you must act promptly.

## OBJECTING TO THE SETTLEMENT

You can tell the court that you do not like the settlement or some part of it.

### HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?

If you are a Settlement Class Member, you can object to the settlement if you do not like any part of it, and the Court will consider your views. To object, you must send a letter to the Court and the parties saying that you object to the settlement in *Thomas Carnes v. Atria Senior Living and DOES 1 through 100*, case no. 3:14-cv-02727-VC (N.D. Cal.). Be sure to include your name, address, telephone number, your signature, and the reasons you object to the settlement. You must also affirm under penalty of perjury that you are a Settlement Class Member (or a legal successor to a Class Member) or provide other proof of Settlement Class membership. If you are represented by counsel, be sure to include the name, address, and telephone number of that lawyer.

Your objection ***must be mailed to*** these three different places no later than **May 31, 2016**:

Clerk of the Court  
United States District Court,  
Northern District of California  
450 Golden Gate Avenue  
Courtroom 4 – 17th Floor  
San Francisco, CA 94102

Kathryn A. Stebner  
STEBNER AND ASSOCIATES  
870 Market Street, Suite 1212  
San Francisco, CA 94102  
Telephone: (415) 362-9800

Darren Cottriel  
JONES DAY  
3161 Michelson Drive, Suite 800  
Irvine, California 92612-4408  
Telephone: (949) 553-7548

**WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?**

Objecting is telling the Court that you do not like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class or the lawsuit. You cannot request exclusion **and** object to the settlement. If you exclude yourself, you have no basis to object because the lawsuit and settlement no longer affect you.

**THE FINAL APPROVAL HEARING**

The Court will hold a Final Approval Hearing to decide whether to approve the settlement. You may attend, and you may ask to speak at the hearing, but you are not required to do either. Absent good cause shown, a Settlement Class Member will be permitted to speak at the Final Approval Hearing in support of an objection only if he or she has timely submitted a written objection.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a Final Approval Hearing at **10:00 a.m. on June 30, 2016** at the Courtroom of the Honorable Vince G. Chhabria: 450 Golden Gate Avenue, Courtroom 4 – 17th Floor, San Francisco, CA 94102. **The hearing date or time may be changed by the Court without notice to the Settlement Class, and you should check the Settlement Website at [www.CaliforniaAssistedLivingSettlement.com](http://www.CaliforniaAssistedLivingSettlement.com) or the public court records on file in this lawsuit at <https://www.pacer.gov/> for any updates.** At the Final Approval Hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement. The Court will also consider how much to award Class Counsel as reasonable attorneys' fees and litigation expenses. We do not know how long this decision will take.

**DO I HAVE TO COME TO THE HEARING?**

No. Class Counsel will answer any questions the Court may have. But you are welcome to come to the hearing at your own expense. If you submit an objection, you do not have to attend the hearing. As long as you filed and delivered your written objection on time, signed it and provided all of the required information, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it is not necessary.

**MAY I SPEAK AT THE HEARING?**

If you are a Settlement Class Member, you may speak at the Final Approval Hearing, subject to any limitations made by the judge presiding over the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

**IF YOU DO NOTHING**

**WHAT HAPPENS IF I DO NOTHING AT ALL?**

If you do nothing, you will be part of the Settlement Class. You will receive a cash payment from the settlement and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Atria about the claims and issues in this case.

**GETTING MORE INFORMATION**

**ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?**

The Stipulation of Settlement contains the complete terms of the parties' agreement. You can get a copy at [www.CaliforniaAssistedLivingSettlement.com](http://www.CaliforniaAssistedLivingSettlement.com), or by reviewing the records on file in the court clerk's office at <https://www.pacer.gov/>.

The pleadings and other documents in this lawsuit may also be examined during regular business hours at the Office of the Clerk, United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, California.

If you have additional questions, you may call the Settlement Administrator at **1-844-850-7137**

DO NOT CONTACT THE COURT OR COURT CLERK'S OFFICE  
REGARDING THIS NOTICE.

DATED: April 26, 2016

[/s/ The Honorable Vince G. Chhabria]  
UNITED STATES DISTRICT JUDGE

# EXHIBIT B



MUSIC

# New Orleans Jazz Fest opens with heavy hearts

With loss of Prince, tributes are soaring on stage and off

Alex Rawls  
Special for USA TODAY

**NEW ORLEANS** A week before the 47th edition of New Orleans Jazz and Heritage Festival, the story looked to be the festival recommitting to its core values — good singing and good playing — with a talent roster overwhelmingly from New Orleans and Louisiana. Then Prince died Thursday, and his loss led to a new Jazz Fest narrative: Who would honor him and how?

When the festival opened Friday, New Orleans’ Kermit Ruffins performed *Purple Rain* and let the audience sing the lyrics he obviously didn’t know. Americana group The Deslondes sang the gospel standard *What Are They Doing in Heaven Today* in Prince’s honor, but Janelle Monae made the biggest impact. Prince had been her friend and mentor. Musically cut from the similar genre-crossing cloth as he, she acknowledged during the set, “I am because he was.”

Throughout her set closing Jazz Fest’s Congo Square Stage, she interspersed stories and memories of Prince with songs from her 2013 album *Electric Lady*, including *Givin’ Em What They Love*, the song they wrote together. She remembered how he loved her “jazz voice,” so she used it sing the popular standard *Smile* — “Smile, though your heart is aching.”

Emotion overtook Monae when she covered *Take Me With U* from *Purple Rain*, and she was clearly trying to regain control of her emotions between the end of that song and the start of *Let’s Go Crazy*. The usually self-possessed Monae’s performance had a slightly unfocused quality, as if she wasn’t sure what to do with herself. When the song finished, a crew member picked her up, carried her off and ended the set 20 minutes early as Prince’s *Pop Life* played.



Festival-goers captured the moment as tributes to Prince were spelled out in a clear blue sky.



Eddie Vedder and Pearl Jam took the stage Saturday for a 2½-hour musical journey.



Janelle Monae, for whom Prince had been a friend and mentor, poured forth music and memories in an emotional set.

Steely Dan did not do Prince. From the opening *Black Cow* and throughout the show from the ‘70s rock standard-bearers, the live versions of the group’s classics were faithful to the recorded ones down to singer Donald Fagen’s phrasing. One byproduct

of that approach was a show as lush and musical as Steely Dan’s records. Another was that the slightest change of inflection felt meaningful. Saturday didn’t have any Princely moments as monumental as Monae’s. He was a constant

presence, however, during for much of the afternoon as a sky-writer flew over the fairgrounds and in the clear blue sky left smoke trails of the name “Prince,” the number “1999,” the glyph Prince used in his Artist Formerly Known As days, and a peace sign, heart and smiley face. On the ground, Pearl Jam semi-covered Prince. Eddie Vedder explained that he performed *Even Flow* with Prince’s all-woman power trio 3rdEyeGirl. Then Pearl Jam played the song, complete with a Mike McCready guitar solo that began on front of the stage as he played with his guitar behind his head while working the front row and ended with him at his amps coaxing out feedback. For much of the 2½-hour set, Pearl Jam seemed stuck in a churning midtempo mode that didn’t work in the band’s favor, but it took advantage of the talent on hand as it brought out New Orleans horn players Big Sam Williams, Andrew Baham, Carly Meyers and Seattle sax player Skerik for a cover of The Who’s *The Real Me*, then Chad Smith

and Josh Klinghoffer of the Red Hot Chili Peppers, who headlined Sunday, along with the Kings of Leon’s Nathan Followill to join the band on a raucous, rowdy version of Neil Young’s *Rockin’ in the Free World*. On Saturday, Van Morrison returned to Jazz Fest. His voice was a little slow to warm up, and the high kicks he displayed in the 1978 movie *The Last Waltz* are almost 40 years in the rear-view mirror. Still, his voice remains an amazing instrument. Morrison sang the blues, jazz and his hits, doing largely what you might expect but with just enough eccentricity to show the artist’s hand. Seemingly apropos of nothing, he added Hank Williams’ *Jambalaya* to the mix and clearly enjoyed it. Not everybody at Jazz Fest has 40 to 50 years of history, though it can seem like it at times. Denver’s Nathaniel Rateliff and the Night Sweats were one of 2015’s breakout bands on the strength of a self-titled debut that paid a big debt to the Memphis R&B label Stax Records. Rateliff raised a toast to Prince, and the band was at its most solid when it sounded like one in love with Otis Redding and Sam and Dave. The clean, motoring punchiness of *I Need Never Grow Up*, *Look It Here* and their breakthrough song *S.O.B* show the band at its most compelling.

MOVIES

## 40 years after ‘Taxi Driver,’ we flag down six fast facts

Patrick Ryan  
USA TODAY

**NEW YORK** Four decades later, Robert De Niro still can’t shake his *Taxi Driver* character. “Every day for 40 years, at least one of you has to come up to me and said, ‘You talking to me?’” De Niro smiled, introducing Martin Scorsese’s gritty 1976 classic at Tribeca Film Festival Thursday. The psychological thriller, which celebrates its 40th anniversary this year, follows Vietnam War veteran Travis Bickle (De Niro) as he takes a job driving cabs and becomes increasingly unhinged. Festival co-founder De Niro hosted a *Taxi* screening and Q&A at New York’s Beacon Theatre, joined by Scorsese, screenwriter Paul Schrader, producer Michael Phillips and co-stars Jodie Foster, Harvey Keitel and Cybill Shepherd. Here’s what we learned:

**1 THE SCRIPT STARTED AS “SELF-THERAPY.”** Despite the belief that *Taxi* is based on Arthur Bremer, who tried to assassinate presidential candidate George Wallace in 1972, Schrader said it was introspective. “I was afraid of becoming” this taxi driver, he said. “I felt if I wrote about him, I could distance him from me and it worked. It does show that art has therapeutic powers.”

**2 DE NIRO DROVE A CAB TO PREPARE FOR HIS ROLE.** Fresh off a supporting-actor Oscar for *The Godfather: Part II*, De Niro had just two weeks in New York before shooting started on *Taxi*. “I started driving a cab as much as I could,” De Niro said. Scorsese added: “There was a guy who got in the car ... and said, ‘God, you just won an Oscar. Is it that hard to get jobs?’”

**3 BUT HE DIDN’T REALLY GO BALD.** Travis’ third-act mohawk was inspired by a friend of Scorsese’s who served in the Special Forces in Southeast Asia, where fellow soldiers sported the haircut. Be-



cause he was about to shoot *The Last Tycoon*, De Niro opted to wear a prosthetic. While it was being fitted, “I dozed off for a minute,” Scorsese said. “I opened my eyes and you were there with this thing. It was terrifying.”

**4 FOSTER ALMOST COULDN’T DO THE MOVIE.** The actress was only 12 when she played runaway teen prostitute Iris. She went through a four-hour interview with a psychiatrist after the Los Angeles Welfare Board refused to give her a work permit because of the film’s violent content. “They decided to determine if I was psychologically sane enough to play the part,” Foster said. “I guess I passed.”

**5 KEITEL “TRAINED” WITH A PIMP.** The actor sought real-life inspiration to play Iris’ hustler Sport, who meets a bloody end at Travis’ hands. Performing in a play in New York at the time, Keitel met a man on the street who claimed to be a former pimp. “He taught me what it was like to (be) a real pimp,” Keitel said. “I played the girl, he told me what to do, and he’d be the guy. We had a good business together.”

**6 FOSTER HATED IRIS’ OUTFITS.** While she loved the buckets of fake blood, there were some things the child actress couldn’t stand. “The hot pants and the dumb hat and the sunglasses,” Foster said. “The first day (on set), I cried.”

**Iris (Jodie Foster) and Travis Bickle (Robert De Niro) memorably cross paths in 1976’s Taxi Driver.**

### LEGAL NOTICE

IF YOU RESIDED AT AN ATRIA ASSISTED LIVING FACILITY IN CALIFORNIA AT ANY TIME FROM JUNE 12, 2010 THROUGH MARCH 17, 2016, OR ARE THE HEIR OR LEGAL SUCCESSOR FOR ANY SUCH RESIDENT, YOU ARE ENTITLED TO MONEY FROM A CLASS ACTION SETTLEMENT. READ ON FOR IMPORTANT INFORMATION ABOUT YOUR RIGHTS  
Thomas Carnes v. Atria Senior Living, Inc., Case No. 3:14-cv-02727-VC  
United States District Court, Northern District of California

### WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Thomas Carnes, by and through his representative and legal successor, Juliana Christine Clegg, (“Plaintiff”) brings this proposed class action on behalf of residents of assisted living communities owned, managed or operated by Atria Senior Living, Inc. (“Atria”) in California. Plaintiff alleges that Atria made purportedly misleading statements about how its resident evaluations would be used to set staffing at Atria’s facilities in California, which Plaintiff alleges resulted in monetary damages to residents. Atria denies all allegations and claims, but has agreed to settle to avoid burdensome and costly litigation and disruption to its business operations. The settlement is not an admission of wrongdoing, and this Notice does not mean the Court has expressed any opinion as to the merits of any claim or defense.

In a class action, one or more individuals (called plaintiffs) assert claims on behalf of others (called Class Members). Here, the Court has appointed Stebner & Associates and other counsel (Class Counsel) to represent all Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your expense.

### WHAT ARE THE TERMS OF THE SETTLEMENT?

Under the proposed settlement, Atria has agreed to provide a total settlement fund of \$6.4 million (the “Fund”) in full settlement of the claims of the Settlement Class. Subject to Court approval, it is expected that after payment of class notice and administration, Class Counsel’s attorneys’ fees and litigation expenses, and service award to Plaintiff, the cash payment for each Settlement Class Member will be approximately \$290. The attorneys’ fees shall not exceed one-third of the settlement fund. The settlement amount, any attorneys’ fee award and the net funds available for payment to class members are all contingent on final approval by the Court. In addition to monetary payments, Atria has agreed to an injunction that requires, among other things, that Atria include language in its residency agreements and other documents stating that resident assessments and other factors are considered in setting, or monitoring or modifying staffing levels at Atria’s facilities.

### WHO IS A SETTLEMENT CLASS MEMBER?

You are a Settlement Class Member if you resided at any assisted living facility owned, managed and/or operated by Atria located in California at any time between June 12, 2010 through and including March 17, 2016, or are the heir or legal successor for any such resident. To be eligible for benefits under the settlement, you must be a Settlement Class Member, or a legal successor to a deceased Class Member.

### WHAT ARE MY RIGHTS AND OPTIONS?

If you are a member of the settlement class, you must decide whether to:

**Include Yourself In Settlement Class and Receive a Settlement Payment.** You may include yourself in the settlement class and seek money from the class settlement, but give up your right to sue in a different case about the same subject matter. If you choose this option, you do not need to do anything, as you will automatically be included in the settlement class, provided the Settlement Administrator has your current address. If your address has changed, or if you are the heir or legal successor to deceased resident, you must provide your current address and, in the case of a deceased resident, documentation sufficient to show status as the heir or legal successor to the deceased resident, by **30 days after the Effective Date**.

**Include Yourself in Settlement Class, But File An Objection.** Alternatively, you can remain in the settlement class, seek money from the class settlement and give up your right to sue in a different case about the same subject matter, but object to the terms of the settlement. If you choose this option, you do not need to do anything in order to be included in the settlement class, but to object to the terms of the settlement, you or your own counsel will need to prepare and submit a written objection. Please visit [www.californiaassistedlivingsettlement.com](http://www.californiaassistedlivingsettlement.com) for instructions on how to file an objection. Your written objection must be submitted not later than **May 31, 2016**. Absent good cause shown, a Settlement Class Member will be permitted to speak at the Final Approval Hearing in support of an objection only if he or she has timely submitted a written objection.

**Exclude Yourself.** Your third option is to exclude yourself from the settlement class and give up your right to seek money from the class settlement, but keep your right to sue in a different case about the same subject matter. If you choose this option, you will need to prepare and submit a written request to be excluded from the settlement class. Please visit [www.californiaassistedlivingsettlement.com](http://www.californiaassistedlivingsettlement.com) for instructions on how to submit a request for exclusion. Your written exclusion request must be postmarked not later than **May 31, 2016**.

### FAIRNESS HEARING

The Court will hold a Final Approval Hearing on **June 30, 2016** to decide whether to approve the settlement. This fairness hearing will be held in Courtroom 4, 450 Golden Gate Avenue, 17th Floor, San Francisco, CA 94102. The hearing date, time and place may be changed without notice to the Settlement Class, so please check the [www.californiaassistedlivingsettlement.com](http://www.californiaassistedlivingsettlement.com) for updates.

### HOW CAN I GET MORE INFORMATION?

This notice is a summary only. More information about the lawsuit and settlement can be found at [www.californiaassistedlivingsettlement.com](http://www.californiaassistedlivingsettlement.com), or by reviewing court records at <https://www.pacer.gov/>. Pleadings and other court documents in the lawsuit may also be reviewed during regular business hours at the Office of the Clerk, United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, California.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION ABOUT THE LAWSUIT



MUSIC

# New Orleans Jazz Fest opens with heavy hearts

With loss of Prince, tributes are soaring on stage and off

Alex Rawls  
Special for USA TODAY

**NEW ORLEANS** A week before the 47th edition of New Orleans Jazz and Heritage Festival, the story looked to be the festival recommitting to its core values — good singing and good playing — with a talent roster overwhelmingly from New Orleans and Louisiana. Then Prince died Thursday, and his loss led to a new Jazz Fest narrative: Who would honor him and how?

When the festival opened Friday, New Orleans’ Kermit Ruffins performed *Purple Rain* and let the audience sing the lyrics he obviously didn’t know. Americana group The Deslondes sang the gospel standard *What Are They Doing in Heaven Today* in Prince’s honor, but Janelle Monae made the biggest impact. Prince had been her friend and mentor. Musically cut from the similar genre-crossing cloth as he, she acknowledged during the set, “I am because he was.”

Throughout her set closing Jazz Fest’s Congo Square Stage, she interspersed stories and memories of Prince with songs from her 2013 album *Electric Lady*, including *Givin’ Em What They Love*, the song they wrote together. She remembered how he loved her “jazz voice,” so she used it sing the popular standard *Smile* — “Smile, though your heart is aching.”

Emotion overtook Monae when she covered *Take Me With U* from *Purple Rain*, and she was clearly trying to regain control of her emotions between the end of that song and the start of *Let’s Go Crazy*. The usually self-possessed Monae’s performance had a slightly unfocused quality, as if she wasn’t sure what to do with herself. When the song finished, a crew member picked her up, carried her off and ended the set 20 minutes early as Prince’s *Pop Life* played.



Festival-goers captured the moment as tributes to Prince were spelled out in a clear blue sky.



Eddie Vedder and Pearl Jam took the stage Saturday for a 2½-hour musical journey.



Janelle Monae, for whom Prince had been a friend and mentor, poured forth music and memories in an emotional set.

Steely Dan did not do Prince. From the opening *Black Cow* and throughout the show from the ‘70s rock standard-bearers, the live versions of the group’s classics were faithful to the recorded ones down to singer Donald Fagen’s phrasing. One byproduct

of that approach was a show as lush and musical as Steely Dan’s records. Another was that the slightest change of inflection felt meaningful. Saturday didn’t have any Princely moments as monumental as Monae’s. He was a constant

presence, however, during for much of the afternoon as a sky-writer flew over the fairgrounds and in the clear blue sky left smoke trails of the name “Prince,” the number “1999,” the glyph Prince used in his Artist Formerly Known As days, and a peace sign, heart and smiley face. On the ground, Pearl Jam semi-covered Prince. Eddie Vedder explained that he performed *Even Flow* with Prince’s all-woman power trio 3rdEyeGirl. Then Pearl Jam played the song, complete with a Mike McCready guitar solo that began on front of the stage as he played with his guitar behind his head while working the front row and ended with him at his amps coaxing out feedback. For much of the 2½-hour set, Pearl Jam seemed stuck in a churning midtempo mode that didn’t work in the band’s favor, but it took advantage of the talent on hand as it brought out New Orleans horn players Big Sam Williams, Andrew Baham, Carly Meyers and Seattle sax player Skerik for a cover of The Who’s *The Real Me*, then Chad Smith

and Josh Klinghoffer of the Red Hot Chili Peppers, who headlined Sunday, along with the Kings of Leon’s Nathan Followill to join the band on a raucous, rowdy version of Neil Young’s *Rockin’ in the Free World*. On Saturday, Van Morrison returned to Jazz Fest. His voice was a little slow to warm up, and the high kicks he displayed in the 1978 movie *The Last Waltz* are almost 40 years in the rear-view mirror. Still, his voice remains an amazing instrument. Morrison sang the blues, jazz and his hits, doing largely what you might expect but with just enough eccentricity to show the artist’s hand. Seemingly apropos of nothing, he added Hank Williams’ *Jambalaya* to the mix and clearly enjoyed it. Not everybody at Jazz Fest has 40 to 50 years of history, though it can seem like it at times. Denver’s Nathaniel Rateliff and the Night Sweats were one of 2015’s breakout bands on the strength of a self-titled debut that paid a big debt to the Memphis R&B label Stax Records. Rateliff raised a toast to Prince, and the band was at its most solid when it sounded like one in love with Otis Redding and Sam and Dave. The clean, motoring punchiness of *I Need Never Grow Up*, *Look It Here* and their breakthrough song *S.O.B* show the band at its most compelling.

MOVIES

## 40 years after ‘Taxi Driver,’ we flag down six fast facts

Patrick Ryan  
USA TODAY

**NEW YORK** Four decades later, Robert De Niro still can’t shake his *Taxi Driver* character. “Every day for 40 years, at least one of you has to come up to me and said, ‘You talking to me?’” De Niro smiled, introducing Martin Scorsese’s gritty 1976 classic at Tribeca Film Festival Thursday. The psychological thriller, which celebrates its 40th anniversary this year, follows Vietnam War veteran Travis Bickle (De Niro) as he takes a job driving cabs and becomes increasingly unhinged. Festival co-founder De Niro hosted a *Taxi* screening and Q&A at New York’s Beacon Theatre, joined by Scorsese, screenwriter Paul Schrader, producer Michael Phillips and co-stars Jodie Foster, Harvey Keitel and Cybill Shepherd. Here’s what we learned:

**1 THE SCRIPT STARTED AS “SELF-THERAPY.”** Despite the belief that *Taxi* is based on Arthur Bremer, who tried to assassinate presidential candidate George Wallace in 1972, Schrader said it was introspective. “I was afraid of becoming” this taxi driver, he said. “I felt if I wrote about him, I could distance him from me and it worked. It does show that art has therapeutic powers.”

**2 DE NIRO DROVE A CAB TO PREPARE FOR HIS ROLE.** Fresh off a supporting-actor Oscar for *The Godfather: Part II*, De Niro had just two weeks in New York before shooting started on *Taxi*. “I started driving a cab as much as I could,” De Niro said. Scorsese added: “There was a guy who got in the car ... and said, ‘God, you just won an Oscar. Is it that hard to get jobs?’”

**3 BUT HE DIDN’T REALLY GO BALD.** Travis’ third-act mohawk was inspired by a friend of Scorsese’s who served in the Special Forces in Southeast Asia, where fellow soldiers sported the haircut. Be-



cause he was about to shoot *The Last Tycoon*, De Niro opted to wear a prosthetic. While it was being fitted, “I dozed off for a minute,” Scorsese said. “I opened my eyes and you were there with this thing. It was terrifying.”

**4 FOSTER ALMOST COULDN’T DO THE MOVIE.** The actress was only 12 when she played runaway teen prostitute Iris. She went through a four-hour interview with a psychiatrist after the Los Angeles Welfare Board refused to give her a work permit because of the film’s violent content. “They decided to determine if I was psychologically sane enough to play the part,” Foster said. “I guess I passed.”

**5 KEITEL “TRAINED” WITH A PIMP.** The actor sought real-life inspiration to play Iris’ hustler Sport, who meets a bloody end at Travis’ hands. Performing in a play in New York at the time, Keitel met a man on the street who claimed to be a former pimp. “He taught me what it was like to (be) a real pimp,” Keitel said. “I played the girl, he told me what to do, and he’d be the guy. We had a good business together.”

**6 FOSTER HATED IRIS’ OUTFITS.** While she loved the buckets of fake blood, there were some things the child actress couldn’t stand. “The hot pants and the dumb hat and the sunglasses,” Foster said. “The first day (on set), I cried.”

**Iris (Jodie Foster) and Travis Bickle (Robert De Niro) memorably cross paths in 1976’s Taxi Driver.**

### LEGAL NOTICE

IF YOU RESIDED AT AN ATRIA ASSISTED LIVING FACILITY IN CALIFORNIA AT ANY TIME FROM JUNE 12, 2010 THROUGH MARCH 17, 2016, OR ARE THE HEIR OR LEGAL SUCCESSOR FOR ANY SUCH RESIDENT, YOU ARE ENTITLED TO MONEY FROM A CLASS ACTION SETTLEMENT. READ ON FOR IMPORTANT INFORMATION ABOUT YOUR RIGHTS  
Thomas Carnes v. Atria Senior Living, Inc., Case No. 3:14-cv-02727-VC  
United States District Court, Northern District of California

#### WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Thomas Carnes, by and through his representative and legal successor, Juliana Christine Clegg, (“Plaintiff”) brings this proposed class action on behalf of residents of assisted living communities owned, managed or operated by Atria Senior Living, Inc. (“Atria”) in California. Plaintiff alleges that Atria made purportedly misleading statements about how its resident evaluations would be used to set staffing at Atria’s facilities in California, which Plaintiff alleges resulted in monetary damages to residents. Atria denies all allegations and claims, but has agreed to settle to avoid burdensome and costly litigation and disruption to its business operations. The settlement is not an admission of wrongdoing, and this Notice does not mean the Court has expressed any opinion as to the merits of any claim or defense.

In a class action, one or more individuals (called plaintiffs) assert claims on behalf of others (called Class Members). Here, the Court has appointed Stebner & Associates and other counsel (Class Counsel) to represent all Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your expense.

#### WHAT ARE THE TERMS OF THE SETTLEMENT?

Under the proposed settlement, Atria has agreed to provide a total settlement fund of \$6.4 million (the “Fund”) in full settlement of the claims of the Settlement Class. Subject to Court approval, it is expected that after payment of class notice and administration, Class Counsel’s attorneys’ fees and litigation expenses, and service award to Plaintiff, the cash payment for each Settlement Class Member will be approximately \$290. The attorneys’ fees shall not exceed one-third of the settlement fund. The settlement amount, any attorneys’ fee award and the net funds available for payment to class members are all contingent on final approval by the Court. In addition to monetary payments, Atria has agreed to an injunction that requires, among other things, that Atria include language in its residency agreements and other documents stating that resident assessments and other factors are considered in setting, or monitoring or modifying staffing levels at Atria’s facilities.

#### WHO IS A SETTLEMENT CLASS MEMBER?

You are a Settlement Class Member if you resided at any assisted living facility owned, managed and/or operated by Atria located in California at any time between June 12, 2010 through and including March 17, 2016, or are the heir or legal successor for any such resident. To be eligible for benefits under the settlement, you must be a Settlement Class Member, or a legal successor to a deceased Class Member.

#### WHAT ARE MY RIGHTS AND OPTIONS?

If you are a member of the settlement class, you must decide whether to:

**Include Yourself In Settlement Class and Receive a Settlement Payment.** You may include yourself in the settlement class and seek money from the class settlement, but give up your right to sue in a different case about the same subject matter. If you choose this option, you do not need to do anything, as you will automatically be included in the settlement class, provided the Settlement Administrator has your current address. If your address has changed, or if you are the heir or legal successor to deceased resident, you must provide your current address and, in the case of a deceased resident, documentation sufficient to show status as the heir or legal successor to the deceased resident, by **30 days after the Effective Date**.

**Include Yourself in Settlement Class, But File An Objection.** Alternatively, you can remain in the settlement class, seek money from the class settlement and give up your right to sue in a different case about the same subject matter, but object to the terms of the settlement. If you choose this option, you do not need to do anything in order to be included in the settlement class, but to object to the terms of the settlement, you or your own counsel will need to prepare and submit a written objection. Please visit [www.californiaassistedlivingsettlement.com](http://www.californiaassistedlivingsettlement.com) for instructions on how to file an objection. Your written objection must be submitted not later than **May 31, 2016**. Absent good cause shown, a Settlement Class Member will be permitted to speak at the Final Approval Hearing in support of an objection only if he or she has timely submitted a written objection.

**Exclude Yourself.** Your third option is to exclude yourself from the settlement class and give up your right to seek money from the class settlement, but keep your right to sue in a different case about the same subject matter. If you choose this option, you will need to prepare and submit a written request to be excluded from the settlement class. Please visit [www.californiaassistedlivingsettlement.com](http://www.californiaassistedlivingsettlement.com) for instructions on how to submit a request for exclusion. Your written exclusion request must be postmarked not later than **May 31, 2016**.

#### FAIRNESS HEARING

The Court will hold a Final Approval Hearing on **June 30, 2016** to decide whether to approve the settlement. This fairness hearing will be held in Courtroom 4, 450 Golden Gate Avenue, 17th Floor, San Francisco, CA 94102. The hearing date, time and place may be changed without notice to the Settlement Class, so please check the [www.californiaassistedlivingsettlement.com](http://www.californiaassistedlivingsettlement.com) for updates.

#### HOW CAN I GET MORE INFORMATION?

This notice is a summary only. More information about the lawsuit and settlement can be found at [www.californiaassistedlivingsettlement.com](http://www.californiaassistedlivingsettlement.com), or by reviewing court records at <https://www.pacer.gov/>. Pleadings and other court documents in the lawsuit may also be reviewed during regular business hours at the Office of the Clerk, United States District Court for the Northern District of California, 450 Golden Gate Ave., San Francisco, California.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION ABOUT THE LAWSUIT

# Exhibit K



1 Robert A. Mittelstaedt (State Bar No. 60359)  
2 ramittelstaedt@jonesday.com  
3 David C. Kiernan (State Bar No. 215335)  
4 Dkiernan@jonesday.com  
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9 JONES DAY  
10 555 California Street, 26th Floor  
11 San Francisco, California 94104  
12 Telephone: (415) 626-3939  
13 Facsimile: (415) 875-5700

9 Darren K. Cottriel (State Bar No. 184731)  
10 darrencottriel@jonesday.com  
11 JONES DAY  
12 3161 Michelson Drive, Suite 800  
13 Irvine, CA 92612  
14 Telephone: (949) 851-3939  
15 Facsimile: (949) 553-7539  
16 Attorneys for Defendant  
17 ATRIA SENIOR LIVING, INC.

18 UNITED STATES DISTRICT COURT  
19  
20 NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO  
21

18 THOMAS CARNES, by and through his  
19 Guardian ad Litem, Juliana Carnes Clegg, on  
20 his own behalf and on behalf of others  
21 similarly situated,

22 Plaintiff,

23 v.

24 ATRIA SENIOR LIVING and DOES 1  
25 Through 100,

26 Defendants.  
27  
28

Case No. 3:14-cv-02727-VC

**DECLARATION OF DARREN K.  
COTTRIEL RE COMPLIANCE  
WITH 28 U.S.C. § 1715(B)**

Declaration of Darren K. Cottriel

**DECLARATION OF DARREN K. COTTRIEL**

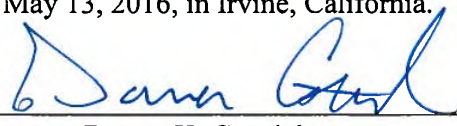
I, Darren K. Cottriel, declare as follows:

1. I am a licensed attorney in the State of California and a partner in the law firm of Jones Day, counsel for Defendant Atria Senior Living, Inc. in this case. I make this Declaration pursuant to 28 U.S.C. § 1746. I have personal knowledge of the facts stated in this declaration, and if called as a witness I could and would testify competently to them.

2. In accordance with Section 1715 of the Class Action Fairness Act of 2005 ("CAFA"), 28 U.S.C. § 1715, on February 26, 2016, my office served the letter attached as Exhibit 1 hereto, via Overnight Mail to the appropriate federal and State of California officials (shown on the service list attached to the letter), providing them notice of the class action settlement in this case. In accordance with CAFA, included as an enclosure with the letter was a CD-ROM containing copies of the following documents: (1) Class Action Complaint, filed June 12, 2014; (2) First Amended Class Action Complaint, filed August 7, 2014; (3) Second Amended Class Action Complaint, filed December 11, 2014; (4) Defendant's Answer to Second Amended Class Action Complaint, filed March 6, 2015; (5) Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Settlement, including declaration and exhibits, filed February 11, 2016; (6) Plaintiff's Supplemental Notice of Lodgment of Exhibits in Support of Motion for Preliminary Approval of Class Settlement (including signed Stipulation of Settlement), filed February 25, 2016; (7) form of notice to be sent to settlement class members; and (8) Stipulation of Settlement.

3. As of the filing of this Declaration, my office has not received any objections to the settlement from any of the federal or state officials to whom the attached letter was sent.

I declare under penalty of perjury under the laws of the California that the foregoing is true and correct. This declaration is made on May 13, 2016, in Irvine, California.

  
Darren K. Cottriel

NAI-1501035425v1

# EXHIBIT 1

JONES DAY

3161 MICHELSON DRIVE • SUITE 800 • IRVINE, CALIFORNIA 92612-4408

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DIRECT NUMBER: (949) 553-7548  
DCOTTREL@JONESDAY.COM

February 26, 2016

VIA OVERNIGHT MAIL

To: Federal and State Officials pursuant to 28 U.S.C. § 1715  
(See enclosed distribution list)

Re: *Thomas Carnes, by and through his Guardian ad Litem, Juliana Clegg, on his own behalf and on behalf of others similarly situated, vs. Atria Senior Living, Inc.*,  
Case No. 3:14-cv-02727-VC (N.D. Cal.)  
CAFA Notice of Proposed Class Action Settlement, Pursuant to 28 U.S.C. § 1715

Dear Sir or Madam:

This law firm represents Atria Senior Living, Inc. (“Defendant”) in the above-referenced putative class action lawsuit (the “Lawsuit”). The Lawsuit is pending before the Honorable Vince Chhabria in the United States District Court for the Northern District of California. Pursuant to the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, Defendant hereby provides notice of the proposed settlement of all claims against it in the Lawsuit.

In accordance with the CAFA requirements, copies of the following documents are included on the CD that is enclosed with this letter:

1. **28 U.S.C. § 1715(b)(1) – Complaint and Related Materials:** Included on the enclosed CD as Exhibits A through D are copies of the following: (a) Class Action Complaint (filed June 12, 2014); First Amended Class Action Complaint (filed August 7, 2014); Second Amended Class Action Complaint (filed December 11, 2014); and Defendant’s Answer to Second Amended Class Action Complaint (filed March 6, 2015).
2. **28 U.S.C. § 1715(b)(2) – Notice of Any Scheduled Judicial Hearing:** Plaintiff filed a motion asking the court to consider preliminary approval of the proposed class action settlement on February 11, 2016, and filed a copy of the executed proposed Stipulation of Settlement with the court on February 25, 2016. The hearing on the motion for preliminary approval is currently set for March 24, 2016 at 10:00 am. In the motion for preliminary approval, Plaintiff requests the

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MEXICO CITY • MIAMI • MILAN • MOSCOW • MUNICH • NEW YORK • PARIS • PITTSBURGH • RIYADH • SAN DIEGO  
SAN FRANCISCO • SÃO PAULO • SHANGHAI • SILICON VALLEY • SINGAPORE • SYDNEY • TAIPEI • TOKYO • WASHINGTON

Federal and State Officials (listed on distribution list)  
 February 26, 2016  
 Page 2

court to schedule a hearing to consider final approval of the proposed settlement, entry of a final judgment approving the settlement, and Plaintiff's request for a service award and award of attorneys' fees and costs. As of the date of this notice, no final approval hearing has been scheduled. Included on the enclosed CD as Exhibits E & F are copies of: (a) Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Settlement, including declaration and exhibits, filed February 11, 2016, and (b) Plaintiff's Supplemental Notice of Lodgment of Exhibits in Support of Motion for Preliminary Approval of Class Settlement (including signed Stipulation of Settlement) filed February 25, 2016.

3. **28 U.S.C. § 1715(b)(3) – Notification to Class Members:** The text of the proposed notification to class members of the proposed settlement, including their rights to request exclusion from the class, is included on the enclosed CD as Exhibit G.
4. **28 U.S.C. § 1715(b)(4) – Class Action Settlement Agreement:** The proposed class action settlement is set forth in the executed Stipulation of Settlement filed with the court on February 25, 2016, a copy of which is included on the enclosed CD as Exhibit F.
5. **28 U.S.C. § 1715(b)(5) – Any Settlement or Other Agreement:** Other than the Stipulation of Settlement, there are no other settlements or agreements between Defendant and plaintiff or his counsel in this matter.
6. **28 U.S.C. § 1715(b)(6) – Any Final Judgment or Dismissal:** No final judgment or notice of dismissal has been entered. The [proposed] Final Judgment and Order Approving Class Settlement is included as an exhibit to the Motion for Preliminary Approval (*see* Exhibit E on the CD).
7. **28 U.S.C. § 1715(b)(7)(A)-(B) – A reasonable estimate of the number of class members residing in each state and the estimated proportionate share of the claims of such members to the entire settlement.** Because the Stipulation of Settlement (Exhibit F) defines the class period as closing on March 17, 2016, Defendant is still in the process of calculating the number of class members. The Motion for Preliminary Approval (Exhibit E) estimates that there are approximately 13,600 class members. The Stipulation of Settlement also defines the class as including only California residents; Defendant therefore estimates that 100% of the claims will be paid to California residents or their successors in interest.



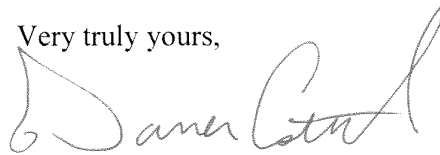
Federal and State Officials (listed on distribution list)  
February 26, 2016  
Page 3

8. **28 U.S.C. § 1715(b)(8) – Judicial Opinions Related to the Settlement:** As of the date of this letter, the proposed Stipulation of Settlement is still pending preliminary and final approval by the court, and there have been no written judicial opinions related to the settlement or the enclosed materials.

This notice is provided based on the information currently available to Defendant, and based on the status of the proceedings at the time of submission of this notification. This notice is complete as of the date hereof and will not be amended. Please note that the court's docket in this case is publicly accessible via the PACER system at <https://ecf.cand.uscourts.gov/>.

Please contact Defendant's counsel if you have any questions about this notice, the Lawsuit, the settlement or the enclosed materials.

Very truly yours,

A handwritten signature in black ink, appearing to read "Darren Cottriel", written over a horizontal line.

Darren K. Cottriel

Enclosures

cc: Counsel of Record (w/out enclosure)

NAI-1500855412v1

**PROOF OF SERVICE**

I, Nicole C. Michau, declare:

I am a citizen of the United States and employed in Orange County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 3161 Michelson Drive, Suite 800, Irvine, California 92612. On February 26, 2016, I caused to be served a copy of the within document(s): \*

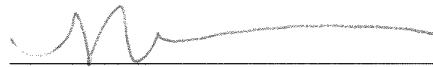
- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Irvine, California addressed as set forth below.
- ☒ by placing the document(s) listed above in a sealed UPS envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a UPS agent for OVERNIGHT delivery.
- ☐ by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.
- ☐ by causing to be personally delivered by First Legal, the document(s) listed above to the person(s) at the address(es) set forth below.

Kathryn A. Stebner Sarah Colby George Kawamoto STEBNER AND ASSOCIATES 870 Market Street, Suite 1212 San Francisco, CA 94102 Tel: (415) 362-9800 Fax: (415) 362-9801	<i>Attorneys for Plaintiffs and the Proposed Class</i>
Michael D. Thamer LAW OFFICES OF MICHAEL D. THAMER Old Callahan School House 12444 South Highway 3 Post Office Box 1568 Callahan, California 96014-1568 Tel: (530) 467-5307 Fax: (530) 467-5437	<i>Attorneys for Plaintiffs and the Proposed Class</i>
Robert S. Arns THE ARNS LAW FIRM 515 Folsom Street, 3rd Floor San Francisco, CA 94105 Tel: (415) 495-7800 Fax: (415) 495-7888	<i>Attorneys for Plaintiffs and the Proposed Class</i>

**PROOF OF SERVICE**

1 2 3 4 5	Guy B. Wallace Mark T. Johnson Jennifer A. Uhrowczik SCHNEIDER WALLACE COTTRELL KONECKY WOTKYNS, LLP 2000 Powell Street, Suite 1400 Emeryville, CA 94608 Tel: (415) 421-7100 Fax: (415) 421-7105	<i>Attorneys for Plaintiffs and the Proposed Class</i>
6 7 8	W. Timothy Needham JANSSEN MALLOY LLP 730 Fifth Street Eureka, CA 95501 Tel: (707) 445-2071 Fax: (707) 445-8305	<i>Attorneys for Plaintiffs and the Proposed Class</i>
9 10 11	Christopher J. Healey DENTONS US LLP 600 West Broadway, Suite 2600 San Diego, CA 92101-3372 Tel: (619) 236-1414 Fax: (619) 645-5328	<i>Attorneys for Plaintiffs and the Proposed Class</i>
12 13 14	CAFA Coordinator Office of the Attorney General Consumer Law Section 455 Golden Gate Ave., Suite 11000 San Francisco, CA 94102	<i>California Attorney General</i>
15 16	California Department of Social Services Legal Division 744 P Street #8-5-161 Sacramento, CA 95814	<i>California Department of Social Services</i>
17 18	Loretta E. Lynch United States Attorney General U.S. Department of Justice 950 Pennsylvania Avenue, NW Washington, DC 20530-0001	<i>United States Attorney General</i>

19 I declare under penalty of perjury under the laws of the State of California that the above  
20 is true and correct. Executed on February 26, 2016, at Irvine, California.

21  
22 

23 Nicole C. Michau

24 NAI-1500858288v1